

**FOURTH AMENDMENT TO
THE MAINTENANCE AND SOFTWARE SUPPORT AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO
AND
CENTRALSQUARE TECHNOLOGIES, LLC
(FORMERLY TRITECH SOFTWARE SYSTEMS)**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Amendment 4 is entered into by and between the **City of San Antonio**, a Texas Municipal Corporation, (hereinafter referred to as “City”), and **CentralSquare Technologies, LLC**, (hereinafter referred to as “CentralSquare”), a Delaware Limited Liability company with its principal place of business in Lake Mary, Florida. City and CentralSquare may be referred to herein collectively as the “Parties”.

WHEREAS, pursuant to Ordinance No. 2010-04-01-0276, the City entered into a Maintenance and Software Support Agreement with Tritech Software Systems that commenced on October 1, 2009, as amended and extended by Ordinance No. 2019-09-19-0730, expires on October 31, 2024 (hereinafter referred to as “the Agreement”); and

WHEREAS, Tritech Software Systems is a subsidiary of CentralSquare and CentralSquare will be licensing and granting access to the City and providing services, maintenance and support for the software included in this Agreement; and

WHEREAS, the Parties agree that the Agreement should be revised to extend support and maintenance on an annual basis for up to five, additional one-year terms; and

WHEREAS, it is in the best interest of the City that an amendment of the Agreement now be executed; **NOW THEREFORE**:

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described. City and CentralSquare agree to amend the Agreement to add the following:

**ARTICLE 1
RENEWAL TERM**

- 1.1 Renewal Term. This Amendment is effective upon the effective date of the ordinance authorizing this Amendment.
- 1.2 Renewals. This Agreement may be renewed for five, additional one-year periods. Renewals shall be in writing and executed by both City and CentralSquare. The Chief Information Officer (CIO), Chief Technology Officer (CTO) or their designee, shall have authority to execute Renewals without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

ARTICLE 2

AMENDMENTS

- 2.1 Assignment to CentralSquare. CentralSquare hereby accepts the assignment of the Agreement, and hereby agrees to perform all of the obligations and duties of CentralSquare therein from and after the effective date of this Amendment, including but not limited to adherence to all terms and conditions, specifications/scope of work/Statement of Work, and payment terms that are set forth in the Agreement. Parties agree, all payments hereafter coming due in the time and manner specified in the Agreement shall be made to CentralSquare.
- 2.2 Parties agree to add the CentralSquare Solutions and Support Agreement which is attached hereto and incorporated by reference as “**Attachment I**” for all purposes.
- 2.3 Image Trend Interface. This Agreement is amended to add ImageTrend Interface annual subscription and maintenance as described in Quotation # Q-185055 effective November 3, 2024, through October 31, 2025, which is attached hereto and incorporated by reference as “**Attachment II**” for all purposes.
- 2.4 ESO Fire RMS Interface - Bexar County. This Agreement is amended to add ESO Fire RMS Interface - Bexar County as described in Quotation # Q-185804 effective November 27, 2024, through October 31, 2025, which is attached hereto and incorporated by reference as “**Attachment III**” for all purposes.
- 2.5 Software and Services Included. This Agreement is amended to add the software licenses, services and annual maintenance as described in Quotation # Q-185813 effective November 1, 2024, through October 31, 2025, which is attached hereto and incorporated by reference as “**Attachment IV**” for all purposes.
- 2.6 CentralSquare shall provide all services as set forth in CentralSquare’s quotations attached hereto as Attachments I-IV and each incorporated by reference herein. CentralSquare understands and agrees that Attachments I-IV are a part of this Amendment, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by CentralSquare as completely and fully as are the obligations, conditions, tasks, products, and representations imposed by the Agreement.

ARTICLE 3

PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the above referenced contract, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.

EXECUTED and AGREED to as of the dates indicated below. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

CENTRALSQUARE TECHNOLOGIES,
LLC

R. Craig Hopkins Jr.
(Signature)

Printed Name: R. Craig Hopkins Jr.

Title: Chief Information Officer/ IT Director

Date: 31 Oct 2024

DocuSigned by:
Ron A. Anderson
D0E45FA2938A4EB...
(Signature)

Printed

Name: Ron A. Anderson Chief

Title: Revenue Officer

Date: 10/31/2024

Approved as to Form:

Jan Cedillo

Assistant City Attorney

CentralSquare Solutions and Support Agreement

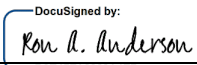
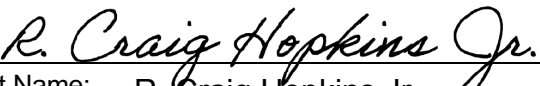
This CentralSquare Solutions and Support Agreement (the "Agreement"), effective as of the effective date of **The Maintenance and Software Support Agreement between the City of San Antonio and CentralSquare (formerly Tritech Software Systems)** (the "Effective Date"), is entered into between **CentralSquare Technologies, LLC a Delaware Limited Liability company** with its principal place of business in Lake Mary, FL ("CentralSquare") and **City of San Antonio, TX ("Customer")**, together with CentralSquare, the "Parties", and each, a "Party".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("Solutions") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, The Maintenance and Software Support Agreement between the City of San Antonio and CentralSquare (formerly Tritech Software Systems), this Agreement as Attachment I thereto, and its Addenda or Amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of San Antonio
1000 Business Center Drive Lake Mary, FL 32746	PO Box 839976, San Antonio, TX , 78283-3976
By: <div>DocuSigned by:  D0E45FA2938A4EB...</div>	By: 
Print Name: Ron A. Anderson	Print Name: R. Craig Hopkins Jr.
Print Title: Chief Revenue Officer	Print Title: Chief Information Officer/ IT Director
Date Signed: 10/31/2024	Date Signed: 31 Oct 2024

Solution: PSJ Enterprise

Term.

Renewal Term. This Agreement may be renewed for up to five, additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "Renewal Term").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) Support and Maintenance Fees).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
 - 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
 - 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
 - 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
 - 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
 - 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
 - 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
 - 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
 - 1.8. **"Delivery"** means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
 - 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
 - 1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.
 - 1.11. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
 - 1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
 - 1.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
 - 1.14. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

- 1.15. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)
- 1.16. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.
- 1.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 1.18. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) Support and Maintenance Fees). The term "Software" excludes any Third-Party Software.
- 1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 7 (Managed Services Provisions), if applicable.
- 1.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. **License, Access, and Title.**

- 2.1. **License Grant.** For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. **Access Grant.** For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity

set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.5. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 7, if applicable.
- 2.6. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or

commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section **Error! Reference source not found.**, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 7 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not

aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security.

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. **Intellectual Property Warranty.** CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. **Intellectual Property Remedy.** In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 10.3. **Software Warranty.** CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.
- 10.4. **Software Remedy.** If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 7

(Managed Services Provisions), if applicable.

- 10.5. **Services Warranty.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

- 10.6. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **City of San Antonio**
PO Box 839976
San Antonio, TX 78283-3976
Phone: *customer to supply
Email: *customer to supply
Attention: *customer to supply POC

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder) provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure. In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

- 13.1. **CentralSquare Indemnification.** CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor

as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Reserved.

13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

14.4. Customer may also terminate for convenience, in whole or in part, at any time by providing thirty (30) days written notice. Should Customer terminate for convenience during any twelve (12) month term, CentralSquare shall provide a pro-rated refund for any on-premise subscription asset designated on Exhibit 1, with "(OP)" within the product name. Should Customer terminate for convenience, in whole or in part, any cloud hosted subscription asset, no pre-paid fees shall be returned, or pro-rated refund be given, for any remaining months on the then current term. Should Customer terminate for convenience, in whole or in part, any third-party asset, no pre-paid fees shall be returned, or pro-rated refund be given, for any remaining months on the then current term.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and at CentralSquare's request within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare.

15.5. Return of Customer Data. If Customer requests in writing at least thirty (30) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional

consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld;.

17. **Dispute Resolution**. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including breach shall be resolved as follows:

17.1. **Good Faith Negotiations**. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs. Notwithstanding the foregoing, this section shall not limit the parties right to terminate in accordance with sections 14.3 or 14.4.

17.2. **Reserved**.

18. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**

19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

19.2. **PARTIES' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRAL SQUARE HEREUNDER FOR THE LAST TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE THE CLAIM AROSE; HOWEVER, THIS LIMITATION ON LIABILITY EXPRESSLY EXCLUDES INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, WILLFUL OR INTENTIONAL TORTS INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CLAIMS ARISING FROM FAILURE TO COMPLY WITH ANY LAWS OR REGULATIONS, AND INTENTIONAL BREACH OF CONTRACT.**

20. **Insurance**. During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. **Third-Party Materials**. CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. **Subcontractors**. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

- 23. Entire Agreement.** The Maintenance and Software Support Agreement between the City of San Antonio and CentralSquare (formerly Tritech Software Systems), this Agreement as Attachment I thereto and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
- 24. Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
- 25. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 26. Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 27. Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 28.** Reserved.
- 29. Order of Precedence.**
- 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 29.1.1. The main body of this Agreement and any associated amendments, statements of work, or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
- 29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
- 29.3. Incorporated Exhibits to this Agreement:
- Exhibit 1:** Solution(s) Support and Maintenance Fees
 - Exhibit 2:** Maintenance & Support
 - Exhibit 3:** CentralSquare Access Management Policy
 - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5:** Service Level Commitments
 - Exhibit 6:** Reserved
 - Exhibit 7:** Statement of Services

EXHIBIT 1
Solutions(s) Support and Maintenance Fees

(SEE NEXT PAGE)

City of San Antonio, TX		Renewal Period(s)				
Product Name:	Qty	11/1/2024 - 10/31/2025	11/1/2025 - 10/31/2026	11/1/2026 - 10/31/2027	11/1/2027 - 10/31/2028	11/1/2028 - 10/31/2029
Dedicated On Site Support - Managed By Customer Annual Subscri	1	\$207,442.86	\$217,815.00	\$228,705.75	\$240,141.04	\$252,148.09
Escrow Fee Recurring	1	\$950.00	\$950.00	\$950.00	\$950.00	\$950.00
Enterprise Mobile Mapping Upgrade v5.6 / 5.7 Annual Maintenance F	2808	\$89,796.10	\$94,285.91	\$99,000.20	\$103,950.21	\$109,147.72
Std Enterprise CAD to External System Incident Data Transfer Interf	1	\$4,502.73	\$4,727.86	\$4,964.26	\$5,212.47	\$5,473.09
Std Enterprise CAD to Enterprise CAD Basic Interface (single side)	1	\$1,851.31	\$1,943.88	\$2,041.07	\$2,143.12	\$2,250.28
Enterprise CAD Unit Swap Module Annual Maintenance Fee	1	\$975.59	\$1,024.37	\$1,075.59	\$1,129.37	\$1,185.83
Enterprise CAD Integrated Solution Annual Maintenance Fee	1	\$3,908.18	\$4,103.59	\$4,308.77	\$4,524.21	\$4,750.42
Enterprise CAD Documents and Attachments Module Annual Mainte	1	\$3,902.37	\$4,097.48	\$4,302.36	\$4,517.48	\$4,743.35
Enterprise Browser CallTaking Module Annual Maintenance Fee	1	\$2,926.78	\$3,073.12	\$3,226.77	\$3,388.11	\$3,557.52
Enterprise CAD Position Annual Maintenance Fee	1	\$2,926.78	\$3,073.12	\$3,226.77	\$3,388.11	\$3,557.52
Enterprise CAD Position Annual Maintenance Fee	1	\$9,755.92	\$10,243.72	\$10,755.90	\$11,293.70	\$11,858.38
Enterprise Mobile Integrated Solution Annual Maintenance Fee	1	\$4,636.48	\$4,868.30	\$5,111.72	\$5,367.30	\$5,635.67
Enterprise Mobile Base Position Annual Maintenance Fee	110	\$21,168.30	\$22,226.71	\$23,338.05	\$24,504.95	\$25,730.20
Enterprise Mobile Base Position with CJIS/NCIC Forms Annual Main	820	\$319,994.10	\$335,993.81	\$352,793.50	\$370,433.17	\$388,954.83
Enterprise Mobile Disaster Recovery System Annual Maintenance F	5	\$29,267.75	\$30,731.14	\$32,267.69	\$33,881.08	\$35,575.13
Enterprise Mobile Disaster Recovery System Annual Maintenance F	2	\$7,806.19	\$8,196.50	\$8,606.33	\$9,036.64	\$9,488.47
Enterprise Mobile Incident Summary Log Annual Maintenance Fee	1	\$973.65	\$1,022.34	\$1,073.45	\$1,127.12	\$1,183.48
Enterprise Mobile Mapping Annual Maintenance Fee	930	\$108,876.03	\$114,319.83	\$120,035.83	\$126,037.62	\$132,339.50
Enterprise CAD 911 Simulator Annual Maintenance Fee	1	\$975.59	\$1,024.37	\$1,075.59	\$1,129.37	\$1,185.83
CentralSquare Message Switch Additional Provider Annual Maintena	5	\$14,633.88	\$15,365.58	\$16,133.86	\$16,940.55	\$17,787.58
Enterprise CAD Administrator Position License Annual Maintenance	20	\$39,023.67	\$40,974.85	\$43,023.59	\$45,174.77	\$47,433.51
Enterprise Mobile Mapping Annual Maintenance Fee	1	\$1,951.19	\$2,048.75	\$2,151.19	\$2,258.74	\$2,371.68
Std Enterprise CAD OuterLink Flight Following Integration Annual Ma	1	\$1,951.19	\$2,048.75	\$2,151.19	\$2,258.74	\$2,371.68
Enterprise CAD API - Customer Annual Maintenance Fee	1	\$975.59	\$1,024.37	\$1,075.59	\$1,129.37	\$1,185.83
Enterprise CAD Archive Server Software Annual Maintenance Fee	4	\$28,877.52	\$30,321.40	\$31,837.47	\$33,429.34	\$35,100.81
Enterprise CAD Mapping Annual Maintenance Fee	242	\$4,442.59	\$4,664.71	\$4,897.95	\$5,142.85	\$5,399.99
Std RMS to Enterprise CAD Personnel Data Transfer Int (One-way f	1	\$12,487.57	\$13,111.95	\$13,767.55	\$14,455.93	\$15,178.72
Std Enterprise CAD to External System Incident Data Transfer Interf	1	\$7,804.73	\$8,194.97	\$8,604.72	\$9,034.95	\$9,486.70
Enterprise CAD Citrix Integration Annual Maintenance Fee	1	\$5,853.54	\$6,146.22	\$6,453.53	\$6,776.21	\$7,115.02
Enterprise CAD Integrated Solution Annual Maintenance Fee	1	\$11,389.13	\$11,958.58	\$12,556.51	\$13,184.34	\$13,843.55
Enterprise CAD Integrated Solution Annual Maintenance Fee	1	\$11,389.13	\$11,958.58	\$12,556.51	\$13,184.34	\$13,843.55
Enterprise CAD Integrated Solution Annual Maintenance Fee	1	\$15,660.06	\$16,443.06	\$17,265.21	\$18,128.47	\$19,034.89
Enterprise CAD Integrated Solution Annual Maintenance Fee	14	\$13,658.29	\$14,341.20	\$15,058.26	\$15,811.17	\$16,601.73
Enterprise CAD Disaster Recovery Position License Annual Mainten	54	\$63,218.34	\$66,379.25	\$69,698.22	\$73,183.13	\$76,842.28
Enterprise CAD Position Annual Maintenance Fee	60	\$234,142.02	\$245,849.13	\$258,141.58	\$271,048.66	\$284,601.09
Event Playback (GIS Playback) Module Annual Maintenance Fee	1	\$2,926.78	\$3,073.12	\$3,226.77	\$3,388.11	\$3,557.52
Enterprise CAD Facility Divert Module Annual Maintenance Fee	1	\$2,926.78	\$3,073.12	\$3,226.77	\$3,388.11	\$3,557.52
Enterprise Mobile Server Software Annual Maintenance Fee	1	\$39,023.67	\$40,974.85	\$43,023.59	\$45,174.77	\$47,433.51
Enterprise CAD GeoFile Cross Reference Module Annual Maintenan	160	\$15,609.47	\$16,389.95	\$17,209.44	\$18,069.92	\$18,973.41
Enterprise CAD The GISLink Utility Position Annual Maintenance Fee	1	\$7,804.73	\$8,194.97	\$8,604.72	\$9,034.95	\$9,486.70
Enterprise CAD Position Annual Maintenance Fee	5	\$9,755.92	\$10,243.72	\$10,755.90	\$11,293.70	\$11,858.38
Enterprise CAD Position Annual Maintenance Fee	1	\$3,959.38	\$4,157.35	\$4,365.22	\$4,583.48	\$4,812.65
Enterprise Mobile Base Position Annual Maintenance Fee	14	\$16,392.98	\$17,212.63	\$18,073.26	\$18,976.92	\$19,925.77
Enterprise Mobile Server Software Annual Maintenance Fee	1	\$2,795.37	\$2,935.14	\$3,081.90	\$3,236.00	\$3,397.80
Enterprise Mobile SubAgency License Annual Maintenance Fee	6	\$5,853.54	\$6,146.22	\$6,453.53	\$6,776.21	\$7,115.02
Enterprise Mobile Test or Training System Annual Maintenance Fee	4	\$15,612.37	\$16,392.99	\$17,212.64	\$18,073.27	\$18,976.94
Enterprise Mobile Test or Training System Annual Maintenance Fee	3	\$11,650.07	\$12,232.57	\$12,844.20	\$13,486.41	\$14,160.73
NCIC/State Message Switch Server Software - Enterprise RMS Ann	1	\$11,707.11	\$12,292.46	\$12,907.09	\$13,552.44	\$14,230.06
NCIC/State Message Switch Server Software - Enterprise RMS Ann	1	\$19,511.83	\$20,487.42	\$21,511.79	\$22,587.38	\$23,716.75
NCIC/State Message Switch Server Software - Enterprise RMS Ann	1	\$5,253.17	\$5,515.83	\$5,791.62	\$6,081.20	\$6,385.26
NCIC/State Query Position for Enterprise CAD Annual Maintenance	160	\$31,218.95	\$32,779.89	\$34,418.89	\$36,139.83	\$37,946.82
Enterprise CAD Position Annual Maintenance Fee	1	\$27,953.69	\$29,351.38	\$30,818.95	\$32,359.89	\$33,977.89
Enterprise Mobile Interface License Annual Maintenance Fee	3	\$8,386.10	\$8,805.41	\$9,245.68	\$9,707.96	\$10,193.36
Std Enterprise CAD to External System Incident Data Transfer Interf	1	\$3,512.13	\$3,687.73	\$3,872.12	\$4,065.73	\$4,269.01
Enterprise CAD Position Annual Maintenance Fee	1	\$11,707.11	\$12,292.46	\$12,907.09	\$13,552.44	\$14,230.06
Standard EMD Integration Annual Maintenance Fee	51	\$9,951.02	\$10,448.57	\$10,971.00	\$11,519.55	\$12,095.53
Enterprise CAD Protocol Annual Maintenance Fee	1	\$2,926.78	\$3,073.12	\$3,226.77	\$3,388.11	\$3,557.52
Enterprise CAD Integrated Solution Annual Maintenance Fee	1	\$2,926.78	\$3,073.12	\$3,226.77	\$3,388.11	\$3,557.52
Enterprise CAD Integrated Solution Annual Maintenance Fee	1	\$29,267.75	\$30,731.14	\$32,267.69	\$33,881.08	\$35,575.13
Enterprise CAD Integrated Solution Annual Maintenance Fee	1	\$9,755.92	\$10,243.72	\$10,755.90	\$11,293.70	\$11,858.38
Std *Push-to-Talk Interface (Motorola Gold Elite and MACOM only)	1	\$44,488.79	\$46,713.23	\$49,048.89	\$51,501.33	\$54,076.40
Enterprise Mobile Disaster Recovery System Annual Maintenance F	1	\$3,902.37	\$4,097.48	\$4,302.36	\$4,517.48	\$4,743.35
Enterprise CAD Position Annual Maintenance Fee	1	\$3,902.37	\$4,097.48	\$4,302.36	\$4,517.48	\$4,743.35
Enterprise CAD Quickest Path Module Annual Maintenance Fee	180	\$70,242.61	\$73,754.74	\$77,442.48	\$81,314.61	\$85,380.34
Enterprise CAD Integrated Solution Annual Maintenance Fee	1	\$3,902.37	\$4,097.48	\$4,302.36	\$4,517.48	\$4,743.35
Enterprise CAD Snapshot Module Annual Maintenance Fee	1	\$975.59	\$1,024.37	\$1,075.59	\$1,129.37	\$1,185.83
Enterprise CAD Standard Operating Procedure (SOP) Annual Maint	1	\$2,926.78	\$3,073.12	\$3,226.77	\$3,388.11	\$3,557.52
Standard ANI/ALI Interface Annual Maintenance Fee	1	\$3,512.13	\$3,687.73	\$3,872.12	\$4,065.73	\$4,269.01
Standard External Systems to Enterprise CAD Data Transfer - Perm	1	\$4,502.73	\$4,727.86	\$4,964.26	\$5,212.47	\$5,473.09
Std Enterprise CAD to External System Incident Data Transfer Interf	1	\$4,106.66	\$4,311.99	\$4,527.59	\$4,753.97	\$4,991.67
Standard Alpha Numeric Paging Interface Annual Maintenance Fee	1	\$3,512.13	\$3,687.73	\$3,872.12	\$4,065.73	\$4,269.01
Standard Station Alert Interface Annual Maintenance Fee	1	\$7,804.73	\$8,194.97	\$8,604.72	\$9,034.95	\$9,486.70
Enterprise CAD Test or Training System (Add On) Annual Maintena	4	\$15,552.45	\$16,330.07	\$17,146.57	\$18,003.90	\$18,904.10
Enterprise CAD Test or Training System (Add On) Annual Maintena	20	\$23,414.20	\$24,584.91	\$25,814.16	\$27,104.87	\$28,460.11
***Std Enterprise CAD to External Incident Data Transfer (OP) Annu	1	\$0.00	\$7,166.25	\$7,524.56	\$7,900.79	\$8,295.83
**Std Enterprise CAD to External Incident Data Transfer (OP) Annu	1	\$0.00	\$7,166.25	\$7,524.56	\$7,900.79	\$8,295.83
*Enterprise CAD Integrated Solution Annual Maintenance Fee	1	\$2,304.23	\$2,419.44	\$2,540.41	\$2,667.43	\$2,800.80
Total		\$1,793,534.64	\$1,897,496.36	\$1,992,323.68	\$2,091,892.37	\$2,196,439.48

Prorate Bridge - align to main 2024-2025		8/08/2024 - 10/31/2024	11/3/2024 - 10/31/2025	11/27/2024 - 10/31/2025		
*Enterprise CAD Integrated Solution Annual Maintenance Fee	1	\$486.71				
**Std Enterprise CAD to External Incident Data Transfer (OP) Annu	1		\$6,787.60			
***Std Enterprise CAD to External Incident Data Transfer (OP) Annu	1			\$6,338.84		
Total		\$486.71	\$6,787.60	\$6,338.84		
PENDING GO LIVE	Qty	Prorate TBD	TBD	TBD	TBD	TBD
Standard USDD Station Alert Interface Annual Maintenance Fee	1	\$4,851.00	\$5,093.55	\$5,348.23	\$5,615.64	\$5,896.42
Enterprise CAD L3 *Harris Status Aware Annual Maintenance Fee	1	\$24,694.92	\$25,929.67	\$27,226.15	\$28,587.46	\$30,016.83
Enterprise CAD Routing Server Annual Maintenance Fee	1	\$4,535.69	\$4,762.47	\$5,000.59	\$5,250.62	\$5,513.15
Enterprise CAD Routing Server - Test or Training System Annual M	1	\$1,360.49	\$1,428.51	\$1,499.93	\$1,574.93	\$1,653.68
Total		\$35,442.09	\$37,214.19	\$39,074.90	\$41,028.65	\$43,080.08
Bridge-Pending Go Live-1st year Maintenance included in Sale	1st Year					
Standard USDD Station Alert Interface Annual Maintenance Fee	1	\$4,620.00				
Enterprise CAD L3 *Harris Status Aware Annual Maintenance Fee	1	\$23,518.97				
Enterprise CAD Routing Server Annual Maintenance Fee	1	\$4,319.70				
Enterprise CAD Routing Server - Test or Training System Annual M	1	\$1,295.70				
Total		\$33,754.37				
*Upon go live of the Harris Radio Update, the Push to Talk Interface with MA/COM will no longer be needed and the charges will no longer be due for this item						

PENDING APPROVAL OF SIGNED QUOTE							
Q-45996	Qty	1st Year	Prorate TBD	TBD	TBD	TBD	TBD
Enterprise Common Identity Management (CIM) (OP) Annual Subscription Fee	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CentralSquare Message Switch (OP) Annual Subscription Fee	1	\$9,500.00	\$9,975.00	\$10,473.75	\$10,997.44	\$11,547.31	\$12,124.67
Public Safety Technical Services - Fixed Fee	156	\$30,420.00					
Public Safety Consulting Services - Fixed Fee	57	\$11,115.00					
Public Safety Project Management Services - Fixed Fee	55	\$10,725.00					
CentralSquare Message Switch Additional Provider (OP) Annual Subscription Fee	1	\$3,200.00	\$3,360.00	\$3,528.00	\$3,704.40	\$3,889.62	\$4,084.10
CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
Public Safety Project Management Services - Fixed Fee	11	\$2,145.00					
CentralSquare Message Switch Additional Provider (OP) Annual Subscription Fee	1	\$3,200.00	\$3,360.00	\$3,528.00	\$3,704.40	\$3,889.62	\$4,084.10
CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
Public Safety Project Management Services - Fixed Fee	11	\$2,145.00					
CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee	1	\$1,500.00	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26	\$1,914.42
Public Safety Project Management Services - Fixed Fee	4	\$780.00					
Public Safety Technical Services - Fixed Fee	52	\$10,140.00					
Public Safety Technical Services - Fixed Fee	54	\$10,530.00					
Public Safety Technical Services - Fixed Fee	4	\$780.00					
Public Safety Development Services - Fixed Fee	80	\$0.00					
Total		\$109,680.00	\$32,445.00	\$34,067.25	\$35,770.61	\$37,559.14	\$39,437.10
Q-152691							
CAD-to-CAD Unify (Cloud) Annual Subscription Fee	1	\$89,000.00	\$93,450.00	\$98,122.50	\$103,028.63	\$108,180.06	\$113,589.06
Public Safety Development Services - Fixed Fee	8	\$1,560.00					
Public Safety Training Services - Fixed Fee	24	\$4,680.00					
Public Safety Project Management Services - Fixed Fee	42	\$8,190.00					
Public Safety Technical Services - Fixed Fee	62	\$12,090.00					
Public Safety Consulting Services - Fixed Fee	58	\$11,310.00					
Total		\$126,830.00	\$93,450.00	\$98,122.50	\$103,028.63	\$108,180.06	\$113,589.06

Payment Terms:

- Support and Maintenance Fees are due prior to the beginning of the next Renewal Period and annually thereafter.
- Annual Subscription Fees are due prior to the beginning of the next Renewal Period and annually thereafter.
- Annual Software Maintenance Fees and Annual Subscription Fees shall increase by 5% year over year.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

Ancillary Fees:

- Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount in accordance with the Texas Prompt Payment Act; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via https://support.centalsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via https://support.centalsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.
- 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
- 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines

Priority	Resolution Process	Resolution Time
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Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

- 9. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
- 9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
- 9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
- 10. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
- 11. Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
- 12. Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3

CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4
Certificate of Insurance (Evidence of Coverage)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-24-25	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : The Charter Oak Fire Insurance Co. INSURER B : Phoenix Insurance Company INSURER C : Travelers Property Casualty Company Of America INSURER D : Travelers Casualty And Surety Company INSURER E : AIG Specialty Insurance Company INSURER F :	FAX (A/C, No): NAIC # 25615 25623 25674 19038 26883
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| **INSURED** CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746 | | |

COVERAGES

CERTIFICATE
NUMBER:

ATL-005801055-00

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			H-660-6S758660-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>							GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY	<input type="checkbox"/>					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/>								\$
	<input type="checkbox"/>	OTHER:							
B	<input type="checkbox"/>	AUTOMOBILE LIABILITY			BA-6S783539-24-I3-G	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY	<input checked="" type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>								\$
C	<input checked="" type="checkbox"/>	UMBRELLA LIAB			CUP-6S801390-24-I3	08/31/2024	08/31/2025	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/>	EXCESS LIAB						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/>	DED	<input checked="" type="checkbox"/>						\$
	<input type="checkbox"/>	RETENTION \$ 10,000							
D	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-6S783668-24-I3-G	08/31/2024	08/31/2025	<input checked="" type="checkbox"/> PER STATUTE	
		ANY EMPLOYEE OR PART-TIME/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	<input type="checkbox"/>	E&O/Cyber			01-492-21-01	08/31/2024	08/31/2025	Limit	5,000,000
	<input type="checkbox"/>							SIR	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance									

CERTIFICATE HOLDER

CANCELLATION

Service Level Commitments

This Exhibit applies to the Cloud-Hosted Unify CAD-to-CAD product.

1. Service Level Commitments

- A. **Availability.** During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. **Measurement.** Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. **Calculation.** Service availability for a given month shall be calculated using the following calculation:
 - I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - II. Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. **Remedy.** If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. **Server Performance & Capacity.** The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc.).
3. **Non-Production Environments.** Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 6

RESERVED



EXHIBIT 7

Statement of Services

Summary of Services

Project: San Antonio PS, TX, CIM & Message Switch Direct Integration.

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services:

The overall goal of the project is to add CIM Integration to the Enterprise CAD system, followed by a CIM Integrated Message Switch to replace the existing Records Check\Proxy system. Finally, the integrated Message Switch will be leveraged to add the ASAP to PSAP Interface.

Phase I:

Discovery call between Agency Personnel, Project Manager, Technical Services and Consultants. Development of project plan and schedule.

CIM Installation:

- Installation Services to install CIM and Message Switch on virtual machines provided by the agency for Production and additional Instances.
- Installation services to configure basic integration and preparation of CIM with CAD, Message Switch and Mobile in all environments.
- Technical Services to refresh the Test\Training System from Production

CIM Configuration in Test\Training:

- Configuration in CIM with the client including CIM role definitions and populating the user spreadsheet for import.
 - CIM configuration with the client of Agencies, Jurisdictions, Divisions (CAD), Battalions (CAD) and Roles
 - Mapping of CAD Functionality Groups to CIM Roles. Linking the role mappings within CIM.
-

- Active Directory Integration for each Active Directory Domain which is to be integrated with CIM.
- Configuring CIM External Servers (if used)
- User Transfer into CIM based on AD Security Group Associations (if Active Directory is used. Client to validate AD Groups)



- Linking Users to CIM Roles (based on AD Security Group Associations/or manually within CIM)
- CIM Integration with CAD\Mobile\Browser\Field Ops
 - Importing\Associating CAD Users with CIM Users, and correct CIM role association.
 - May entail manual cleanup of CIM roles after automated process.
 - Mobile form configuration per subagency (if Mobile is used)
- Enabling CIM Forgot Password link (if AD is not used for any or all users)
 - SMTP Configuration
- Testing and troubleshooting CIM authentication and structure

Training:

- CIM Systems Administration Training class. This will be a remote two (2) hour class.

Phase II:

CIM Configuration in Production:

The production configuration and deployment will duplicate the Test\Training configuration as much as possible with the associated savings in effort due to lessons learned in the initial phase.

- Configuration in CIM with the client including CIM role definitions and populating the user AD spreadsheet for import.
- CIM configuration with the client of Agencies, Jurisdictions, Divisions (CAD), Battalions (CAD) and Roles
- Mapping of CAD Functionality Groups to CIM Roles. Linking the role mappings within CIM.
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 - SMTP Configuration
- Testing and troubleshooting CIM authentication and structure
- CIM Go Live with CAD, Mobile
 - The Go Live Procedure involves no downtime. However, due to the CIM Transfer using automated System generated and calculated CIM Roles, there is Client-led manual effort involved in validating the user's role assignments post go live. A plan for this would be developed during the Test implementation.
- Post Go Live monitoring and troubleshooting.
- Post Go Live Refresh of additional Test\Training systems.

Phase III:

Note: Some items can proceed while Phase II is in progress



Message Switch Configuration

- Migration from Records Check\Proxy to Message Switch in Test\Training (If Test\Training Message Switch present)
 - **Engineering and Systems Engineering work on Additional Providers and Transactions (see section below)**
 - Build out new forms.
 - Build out PowerLine Commands.
 - Disconnect Proxy in Test (if present).
 - Shut down Proxy in Test (if present).
 - Test forms and PowerLine Commands with Client.
- Migration from Records Check\Proxy to Message Switch in Production
 - Apply Providers and Transactions to Production.
 - Apply new forms to Production.
 - Apply new PowerLine commands to production.
 - Disconnect Proxy.
 - Shut down Proxy.
 - Test forms and PowerLine Commands with Client.

Phase IV:

Documentation and hand off of CIM and Message Switch

- Document new configurations in CentralSquare secure documentation
- Document versions in CentralSquare versioning system
- Hand off meeting between Project Manager, Services staff associated with the project and Customer Support to include CAD Support Teams.

CIM and Message Switch Assumptions and Responsibilities

- The addition of Message Switch Direct Integration has the installation and CAD integration with Common Identity Management (CIM) as a pre-requisite.
- Message Switch Direct Integration and CIM will have minimum version requirements for some suite products. CentralSquare will advise on under maintenance upgrades which must take place before integration takes place.
- SMTP Server integration for non-AD logins to allow a change password request requires a login and password to the SMTP server. Anonymous access cannot be used.
- CIM integration with a CAD Web Browser which is publicly accessible will require the use of a fully qualified domain name with a public certificate for the browser and CIM for security purposes.



Engineering of Custom Message Switch Providers and Transactions

CentralSquare Engineering to Engineer the following Providers and Transactions to reflect the functionality currently in Records Check:

Custom Provider: Bexar Web Service Transactions:

- LPER (BexarCitationNumber, BEXAROLNQuery, BEXARSIDQuery, BEXARSSNQuery, MasterNameQuery)
- PER (BEXARDLQuery, BexarPersonQuery)

Custom Provider: SAPD Web Service:

Transactions:

- LPER (KIN, MCRTDLHistory, MCRTNameHistory, MCRTViolationsByMID, PersonContactHistory, PSOSDriversLicense, PSOSWantedPerson)
- LVEH (MCRTHistoryByPlate, MPTELICENSEPlate, PSOSLicensePlate)
- PER (BEXARCoB, MCRTDriversLicense, MCRTWantedPerson, PersonContactHistory)
- VEH (MCRTLICENSEPlate, VehicleHistoryQuery)

Additional Transactions for TX State Provider:

- NAQ (by VIN)
- DQ (OOS by NAM, OLN)
- REGX (DMV by LIC)
- RQBORDERCROSS (LIC, VIN)

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.



Summary of Services

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Confidential and Proprietary