

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**MASTER SERVICES AGREEMENT
WITH
CentralSquare Technologies, LLC**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **CentralSquare Technologies, LLC** (hereinafter “Service Provider”) both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Central Square Solutions Agreement; Quote No. Q-165119 and Statement of Work – UNIFY (CLOUD)** being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County’s solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Agreement wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Agreement has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses,

inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached **Central Square Solutions Agreement; Quote No. Q-165119 and Statement of Work – UNIFY (CLOUD)** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Agreement wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Agreement has been signed by both parties.

III.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties and shall continue for 12 months from effective date. Unless terminated sooner pursuant to paragraph XX below, the Agreement shall renew automatically for up to five (5) one-year terms with the terms and conditions remaining the same. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES")

FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Agreement is **Eighty-Two Thousand, One Hundred Fifty Dollars (\$82,150.00)**, per year.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Agreement; (2) the date the performance of the service under the

Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Service Provider, Service Provider shall be entitled to receive interest on the unpaid balance of the invoice submitted by Service Provider beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Service Provider shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
- b) County Agreement, Purchase Order, and/or delivery order number
- c) Identification of items or services as outlined in the Agreement
- d) Quantity or quantities, applicable unit prices, total prices and total amounts
- e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

- 1. defective work not remedied;
- 2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
- 3. damage to The County;
- 4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States

XIV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XV.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVI.

Venue and Applicable Law: Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XVII.

No Assignment: Neither Party shall assign this Agreement without the prior written consent of the other Party, the consent of which may not be unreasonably withheld. For purposes of clarity, any merger, consolidation, or reorganization involving Service Provider (regardless of whether Service Provider is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement. County will be provided 30 days notice prior to the implementation of any merger, consolidation or reorganization involving Service Provider for purposes of conducting a Conflict's Check. County may terminate this Agreement if a conflict is deemed between the County and any entity merged with, consolidated with or reorganized with.

XVIII.

Severability: In case any one or more of the provisions contained in this agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

IXX.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that it will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XX.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXI.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXII.

County's Right to Audit: Service Provider agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider expressly agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Service Provider reasonable advance notice of intended audits. Any such audit shall be conducted at Williamson County's expense, and under the provisions of an executed non-disclosure agreement. Service Provider acknowledges and understands that certain areas and operational aspects of Service Provider's facilities will not be made available due to security and privacy concerns related to other Service Provider clients.

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be

effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER

Central Square Technologies, LLC
1000 Business Center Dr.
Lake Mary, FL 32746
Attention: Legal/Contracts

XXIV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXV.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year. In the event of such termination, Service Provider shall be paid for all undisputed fees owed up to the date of said termination.

XXVI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXVII.

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

- A. As described in Central Square Solutions Agreement; Quote No. Q-165119 and Statement of Work – UNIFY (CLOUD), which is designated as Exhibit “A” and incorporated herein as if copied in full;
- B. Insurance certificates evidencing coverages required herein above and
- C. Any Amendments agreed to by both parties.

In the event a dispute arises between terms and conditions of: (1) this Williamson County Master Services Agreement; and (2) Central Square Solutions Agreement, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Master Services Agreement; (2) Central Square Solutions Agreement.

XXVI.

Signature for the County: The presiding officer of Williamson County’s governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party’s execution below.

WILLIAMSON COUNTY:


Bill Gravell (Mar 4, 2025 21:01 CST)

Authorized Signature

Bill Gravell

County Judge/Presiding Officer

Dated: Mar 4, 2025, 20__

CentralSquare Technologies, LLC:

Signed by:

CA1F6906BA0C4F7...

Authorized Signature

Ron Anderson

Printed Name

Chief Revenue Officer

Printed Name

Dated: 2/14/2025, 20__

Exhibit “A”

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Williamson County Sheriff's Office, TX** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with Superion, LLC, a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the Superion Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all Superion Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the Superion Software products and migrate to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the Superion Software products being replaced by this Agreement.

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, 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	Williamson County Sheriff's Office
1000 Business Center Drive Lake Mary, FL 32746	301 SE Inner Loop Road, Suite 105, Georgetown, TX , 78626
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: Tellus

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for one (1) year from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. Unless terminated sooner, this Agreement will automatically renew for up to five (5) one-year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**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) and Services Fee Schedule).

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) and Services Fee Schedule). 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 8 (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. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.
- 2.5. 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.
- 2.6. 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 8.
- 2.7. 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 promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and 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 3, 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 8 (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.
- 6.3. **Federal Grant Funds.** Not Applicable.
- 6.4. **Criminal Justice Information Services.** To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.

Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

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 maintain agreements with such Authorized Users that 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 8 (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: **Williamson County Sheriff's Office**
301 SE Inner Loop Road, Suite 105
Georgetown, TX 78626
Phone: 512-864-8234
Email: michael.moody@wilco.org
Attention: Michael Moody

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). 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. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, 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 Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, 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 CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

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. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

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. For any on-premise, non-cloud-hosted, subscription asset, the Customer may 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.

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 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 on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) 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; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
17. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, 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.
 - 17.2. **Escalation to Mediation.** If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
 - 17.3. **Confidential Mediation.** The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
 - 17.4. **Litigation.** If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
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, 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. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**
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)). Upon request by Customer, 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.** This Agreement, 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. Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.
- 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 (including Exhibit 5 (Statement 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) and Services Fee Schedule
 - Exhibit 2:** Maintenance & Support
 - Exhibit 3:** CentralSquare Access Management Policy
 - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5:** Statement of Work
 - Exhibit 6:** Using/Accessing Agency Guidelines (if applicable)
 - Exhibit 7:** Service Level Commitments (if applicable)
 - Exhibit 8:** Managed Services Provisions (if applicable)
 - Exhibit 9:** Third-Party Terms and Conditions (if applicable)
 - Exhibit 10:** Community Data Platform Agreement (if applicable)

EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-165119

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CAD-to-CAD Unify (Cloud) Annual Subscription Fee	1	49,000.00	49,000.00
			Software Total	49,000.00 USD

SERVICES INCLUDED

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	9,555.00
2.	Public Safety Development Services - Fixed Fee	1,365.00
3.	Public Safety Project Management Services - Fixed Fee	8,190.00
4.	Public Safety Technical Services - Fixed Fee	10,140.00
5.	Public Safety Training Services - Fixed Fee	3,900.00
		Services Total 33,150.00 USD

QUOTE SUMMARY

Software Subtotal		49,000.00 USD
Services Subtotal		33,150.00 USD
Quote Subtotal		82,150.00 USD

Quote Total 82,150.00 USD

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	49,000.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year

Services:

Payment Schedule:

	Implementation Services
30%	Due upon Software Delivery
20%	Due at Project Kickoff
15%	Due at completion of 1 st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

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.
- To the extent allowable by law, 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.
- 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.

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
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): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Travelers Casualty And Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E : AVG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Co.	25615	INSURER B : Phoenix Insurance Company	25623	INSURER C : Travelers Property Casualty Company Of America	25674	INSURER D : Travelers Casualty And Surety Company	19038	INSURER E : AVG Specialty Insurance Company	26883	INSURER F :	
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INSURER E : AVG Specialty Insurance Company	26883														
INSURER F :															

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			H-660-65758660-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA-65783539-24-IS-G	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-65801390-24-IS	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-65783568-24-IS-G	08/31/2024	08/31/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	E&O/Cyber			01-492-21-01	08/31/2024	08/31/2025	Limit 5,000,000 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

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

John White

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

EXHIBIT 5
Statement of Work

[attached]

CENTRALSQUARE
STATEMENT OF WORK
UNIFY (CLOUD)

Williamson County Sheriff's Office, TX

Version 1.0

1000 Business Center Drive, Lake Mary, FL 32746
407.304.3235 | Fax: 407.304.3301 | www.centalsquare.com

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Document Control

Date	Version	Details/Changes	Author
08.28.24	1.0	Initial draft	A Velazquez

SR-107933

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1. CENTRALSQUARE UNIFY

1.1. Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the “Agreement”) between CentralSquare Technologies, LLC (CentralSquare) and the Williamson County Sheriff, TX. (“Customer”).

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System specified in the Agreement (collectively the “Project”).

Where dependencies exist between the Customer and other participating agency members of the CentralSquare Unify implementation, the Customer will facilitate involvement of its members to achieve the deliverables of this SOW.

Statement(s) of Work for applicable CentralSquare Subcontractor(s) are presented in Appendix E – Subcontractor Statement(s) of Work.

The framework of Deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD) and the CAD-to-CAD Hub Administrator’s Guide.

The number and type of software licenses, products, or services provided by CentralSquare, or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors’ SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

1.1. Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

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- a) API is an acronym for Application Programming Interface. An API is a connection between computers or between computer programs. It is a type of software interface, offering a service to other pieces of software. A document or standard that describes how to build or use such a connection or interface is called an API specification. A computer system that meets this standard is said to implement or expose an API. The term API may refer either to the specification or to the implementation.
- b) Agency means any public safety organization responsible for services within Customer's physical boundaries.
- c) Agency Administrator is utilized in the CAD-to-CAD requirements to mean the administrator for a particular agency which has assigned rights to the CAD-to-CAD administrative access.
- d) CAD Provider means the 3rd party CAD Vendor that will be developing the adapter to connect their CAD to the hub.
- e) CAD-to-CAD or CAD2CAD is a term used for CAD integrations to another CAD.
- f) CentralSquare Unify Hub is CentralSquare's solution which can be referred to as "the Hub".
- g) CAD-to-CAD Portal is an application that connects to the CentralSquare Unify Hub via a thick client. The CentralSquare Unify Portal provides but is not limited to, a view of real-time CAD events for all connected CAD systems, access to administer the configuration of the CentralSquare Unify Hub (based on user roles), and access to detailed diagnostics for troubleshooting. The CentralSquare Unify Portal also has a GIS map feature that provides a visual reference for the location of events and vehicles.
- h) Change Management Process is a series of actions or steps taken to achieve individual, team, or organizational change.
- i) CJIS Security Policy means the Federal Bureau of Investigations Criminal Justice Information System Security Policy. The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of criminal justice information (CJI), whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI.
- j) Change Order will be the vehicle for communicating and approving a change in project scope.
- k) Cloud means a remote hosted server infrastructure.
- l) Codefiles are the component fields within each product that define the data to be contained within each table.
- m) Connector also referred to as CAD Adapter is an interface to be installed at an Agency that connects the Agency's CAD to the CentralSquare Unify Hub.
- n) COTS means "Commercial Off the Shelf" software packages provided by CentralSquare.
- o) Functional Acceptance Test (FAT) is a test of specific functionality of the CentralSquare Unify solution.
- p) Go-Live means the event that occurs when Customer first uses the CentralSquare Unify solution for Live Operations in a non-test environment.

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- q) GIS is an acronym for Geographic Information System, which is a system for storing and manipulating geographical information on a computer.
- r) Modification means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in SOW, Appendix A – Contracted Modifications to Standard CentralSquare Products. The CentralSquare Software is not custom software, and as such, at CentralSquare’s discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all CentralSquare Customer’s; or as applicable, made available as a separate module or function, separately licensed and priced.
- s) The Operational Scenario Document (OSD) provides an operational description of an interface, capability, or feature within the applicable CentralSquare solution.
- t) Project collectively includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement.
- u) Project Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.
- v) Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during this Project. The Project Schedule is subject to change at the mutual agreement of CentralSquare and Customer as further described in this SOW.
- w) SDK is the Software Development Kit that is provided to 3rd party CAD Vendors to develop the middleware (or adapter) that connects their CAD to the hub.
- x) SME is an acronym for subject matter expert, an individual with a deep understanding of a particular topic.
- y) Solution is the total complement of Licensed Software, Services, customizations, all other items, tangible and intangible, designed to operate as an integrated group to provide the functionality outlined in the Scope of Services.
- z) System means the CentralSquare Unify, Notify, or Aware solutions.
- aa) Task Completion Reports (TCR) is a formal document presented to the Customer that acknowledges completion of a major task or event.
- bb) Third-Party Software or Systems are software and systems that are proprietary to a Third-Party, not CentralSquare, which may be used for the purposes of providing services or deliverables.
- cc) Work Hours:
 - a. Business hours are defined as Monday – Friday, 8:00am - 5:00pm local time.
 - b. Training hours are defined as:

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- i. Remote Training: Monday - Friday, between 8:00am – 5:00pm as determined by the Customer’s time zone based on the actual duration of the class.
- ii. Onsite Training: Tuesday – Friday, between 7:00am – 10:00pm as determined by the Customer’s time zone based on the actual duration of the class.
- c. Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

1.2. Project Exclusions

CentralSquare provides software applications that it develops. These applications are sold as is and are “Commercial Off the Shelf” (COTS) software packages. The functionality of these products will be based on CentralSquare’s current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

- a) Work, software, services, hardware, Systems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.
- b) Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.
- c) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- d) CentralSquare is not responsible for the deficiencies in Customer’s internal or contracted network to support the CentralSquare Unify system.
- e) CentralSquare is not responsible for the deficiencies in Customer’s network.
- f) CentralSquare is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Agreement and this SOW.
- g) This project does not include creation or modification of GIS data by CentralSquare staff.
- h) CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

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2. PROJECT DELIVERABLES

2.1. Overview of Project Deliverables

This project will provide a combination of software and services that comprise the overall System for use by Customer's Public Safety Organization(s). The Agreement specifies the user and software licenses included in this Project by the quantity and environment in which licensed.

Project Management services per the Agreement and in accordance with the approved plan outlined in SOW, Section 6 - Project Execution, and corresponding schedule for project.

All installation and configuration activities, as well as upgrades for this project will be performed remotely.

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. CentralSquare has implemented process gates to ensure completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Agreement.

All project services will be performed during normal business hours, defined as Monday – Friday, 8:00am - 5:00pm local time. If Customer desires to perform the services outside of these hours, additional fees will apply.

2.2. Standard CentralSquare Deliverables

The functionality provided by Standard CentralSquare Products is defined by CentralSquare Standard documentation such as: Operational Scenario Documents (OSD) and the CAD-to-CAD Hub Administrator's Guide. These documents are standard, published CentralSquare documents, and are not specific to the Customer.

Standard CentralSquare Software to be delivered through this Project is identified as software licenses in the Agreement. The functionality provided by specified Standard CentralSquare Software is defined by CentralSquare OSDs or other documents.

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2.3. Contracted Modifications to Standard CentralSquare Products

Any Modifications to Standard CentralSquare Products that are to be delivered through this Project are listed in the Agreement. The functional scope of any Modification procured through the Agreement will be summarized in this Statement of Work and defined by an OSD for all items listed under Appendix A - Contracted Modifications to Standard CentralSquare Products. All modifications or enhancements that are not explicitly listed in the Agreement are not within the scope of this Project.

Any Modification to the functionality of Standard CentralSquare products or interfaces, outside the scope of the Agreement, within the System, shall follow the Change Management Process as described in SOW, Section 6.2 - Change Management Process.

Any post-approval changes to the requirements documented in the System OSDs or other documents are subject to a formal Change Order.

Note: All enhancements and modifications to any of CentralSquare's Standard products will only be released with a major version of the applicable system based upon the relevance and dependency to these products.

Note: Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a service pack or patch is a piece of software designed to fix problems with or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs.

2.4. CentralSquare Unify Overview

The CentralSquare Unify Hub (or simply the "Hub") provides intelligent options for sharing data between disparate CAD systems including call and unit information. Use of the Hub as a CAD-to-CAD solution reduces the use of phone calls and radio traffic while reducing response times and increasing information accuracy. The following documentation provides scope, processes, and deliverables necessary to implement a successful Unify system.

The CentralSquare Unify package provides the deepest system integration by interfacing bi-directionally to and from the connecting system. This allows users to send and receive incident and unit data to and from the Hub using their existing CAD. The Unify product package also provides user access to the Hub Portal Incident Viewer and Hub Notifications typically associated with the Aware and Notify product packages.

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The customization efforts involved when integrating the Adapters and interfaces with the CentralSquare Unify Hub include several risks, the outcome of which are not completely certain until implementation and testing is complete. Based upon the differences of each CAD system, an agency may use different methods of sharing incidents and exchanging information through their connection to the Hub. Thus, actual functionality can vary widely by agency, even for those using the same make of CAD system. Accordingly, each agency is treated as a separate integration with inherent risks associated with configuration efforts. CentralSquare will work with the Customer to identify, track and mitigate risks associated with this project.

2.5. Solution Overview

Customer will be connected to an a CentralSquare Hub in the AWS GovCloud using the method noted below.

- Unify: Bi-directional solution enables sharing of incidents, unit updates, and unit locations.
- Portal Access only (for situational awareness and is included with Unify).

A table outlining each participating agency that is included in this contract will be noted in SOW, Section 2.6 - Deliverable System Connections on CentralSquare Unify Hub. CentralSquare will work with the Customer to develop a mutually agreed upon schedule for the deployment and Go-Live of the CentralSquare Unify solution at the Customer’s site.

An interim solution is available for the participating agencies that are waiting for the development of the CAD Adapter connection. Portal access is included to view real-time CAD events as well as resource sharing requests. Agencies would also be able to receive and respond to requests in the Portal.

2.6. Deliverable System Connections on CentralSquare Unify Hub

CentralSquare will provide the Customer with the following system connections as indicated in the below table.

This project includes connecting to the CentralSquare TX Hub in the AWS GovCloud.

Adapter Status Definitions:

- Development needed by CAD provider: The CAD Vendor does not have an Adapter available and development work is required. The CAD Vendor must also complete the certification process with CentralSquare before the Adapter is available for deployment.

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- Functional testing in process with CAD provider: CentralSquare is working with the CAD Vendor to test the Adapter and upon completion of successful testing, the Adapter will be available for deployment.
- Adapter Available for deployment: The development work by the CAD Vendor and the functional testing process with CentralSquare have been completed. The Adapter is available for deployment.

#	Agency	Connecting System (Vendor/Description)	Connection Type	Product Package	Adapter Status
1	Williamson County Sheriff, TX	ONESolution CAD (26 seats)	Bi-directional	Unify	Available for deployment

2.7. Modifications

No CentralSquare modifications are included outside of standard functionality described within this SOW, unless noted in Appendix A – Contracted Modifications to Standard CentralSquare Products.

2.8. CentralSquare Unify Customer Deliverables

In order to expedite the project implementation timeline and maximize the benefit of the product, the Customer agrees to the following:

2.8.1. External System Adapters

The Customer and participating agencies are expected to contract directly with their CAD system provider for all licensing, professional services and ongoing maintenance related to the respective Adapter to their CAD system. The licensing and implementation costs of this Adapter are not included in the associated Agreement and are to be borne separately by the Customer and participating agencies. It is the responsibility of the Customer and participating agencies to finalize all contract arrangements with the external system providers before CentralSquare begins work on the associated Agreement.

2.8.2. Regional Governance

The Customer will designate an administrative sponsor (and/or agency representatives) to address policy decisions with partners related to this project as well as to support ongoing sustainability of the delivered system. Governance representatives from each agency form

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the region's governance body. This governance body must be identified early in the project in order to mitigate the risk of project delays due to policy decisions that may need to be addressed.

2.8.3. Testing Coordination

It is difficult to predict the time needed to accomplish sufficient testing because of a number of unknown factors (for example: readiness of technology partners, well defined Customer goals, consistent participation of testers). Since the Customer has a uniquely positioned relationship with all participating technology providers, it is the Customer Project Manager's responsibility to coordinate all testing sessions for this project. CentralSquare will provide guidance and direction for the needed testing sessions during the appropriate stages of the project.

2.8.4. Subject Matter Experts (SME)

The Customer will ensure that personnel are assigned to serve as the Subject Matter Experts (SME) that will provide input and feedback throughout this project. Ideally, this will be a CAD Administrator and one or more Dispatchers with a detailed understanding of the daily operations of the dispatch center. Members of this group should remain consistent throughout the project. The SMEs will be required to attend scheduled meetings and work sessions with CentralSquare and the Project Manager. Responsibilities include but are not limited to:

- a) Documenting common incident-sharing scenarios and business processes.
- b) Providing lists of units, codes, and descriptions.
- c) Mapping units and codes to the common code set in the CAD-to-CAD Hub.
- d) Assistance in the development of the collaborative documentation.
- e) Assistance during testing and troubleshooting.

2.8.5. Network Connections

The Customer and participating agencies are responsible for establishing a secure connection between the CAD-to-CAD Hub and the connected CAD systems including:

- a) Establishing a high-speed network connection.
- b) Establishing network security.
- c) Configuring firewalls and ports.
- d) The Customer and participating agencies will identify and provide a CAD Administrator that can login to test CAD systems and work jointly with CentralSquare and the Provider on any project related network connection items.

Note: CentralSquare recommends a high-speed internet connection greater than 10 MBps bi-directional. To improve reliability, it is recommended for the Customer to have a second redundant internet connection that uses a different ISP provider (utilizing a

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different trunk line) available for failover of the primary Internet connection. Equipment required to connect the redundant ISP provider is the responsibility of the Customer. All connections to the Hub require IP whitelisting for an additional level of security.

Note: The connection recommendation between the Customer site and the Hub is established using a dedicated VPN appliance. In addition to the VPN option, Customers can also use Tunnel which is a soft VPN. This option requires that the Customer maintain a security certificate.

2.8.6. Memorandum of Understanding

The Customer is responsible for obtaining any agreements necessary for the sharing of CAD data from, and with, all participating CAD systems as required by each agency's policy.

2.8.7. Agency Specific Training

CentralSquare will provide training related to the Hub Portal console and administrator user training. All training related directly to dispatch operations will be conducted by the Customer.

2.8.8. Test Environment

The Customer is responsible for providing a Test CAD environment including the installation of CAD interface and API that adequately mirrors the agency's Production CAD environment, with associated test data that is capable of interfacing with CAD-to-CAD Hub. The Test environment will connect to the same server cluster as the Production environment.

- a) Failure to provide a complete Test environment, as described herein, will introduce overhead, will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through the Change Order process.

2.8.9. Remotely Accessible Test CAD Console

The Customer will need to identify and provide a CAD Administrator that can login to a test CAD console, which can be used for testing with the Hub for each CAD system. The CAD Administrator will be accessible to CentralSquare personnel during normal business hours and must have login credentials that can add and modify incidents in order to conduct End-to-End Testing. The test CAD console should be configured to match the Production system.

- a) The test CAD console allows CentralSquare personnel to rapidly implement and test

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functionality as needed while limiting the involvement of agency personnel until acceptance testing. Lack of a remotely accessible test CAD console will require a dedicated Customer tester to be available on short notice to conduct testing session. Failure to meet this requirement will result in additional incurred costs to be billed at the hourly rate stated in the associated Agreement.

2.8.10. Timelines and Shared Responsibilities

The CAD-to-CAD Hub Unify project schedule distributes responsibilities between multiple parties. Following the plan will deliver a highly functional solution. The agreed upon fees in the associated Pricing Schedule is dependent upon close and timely coordination and cooperation of all parties. Delays in the Customer and/or third parties assigned duties not only impact this Project but other CentralSquare projects also. Delays caused by the Customer and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Milestone delays on the part of either party will trigger an overall review of the Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

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3. STANDARD FUNCTIONALITY CENTRALSQUARE UNIFY

3.1. Overview

The Customer is licensed to use the CAD-to-CAD Unify functionality as described in this section. The features listed below are available components within CAD-to-CAD Hub's core functionality. Each feature requires effort to train personnel, discover needs, configure, test and deploy the system. This SOW which governs the supported features, the number of configurations allowed, and the maximum effort that will be expended by CentralSquare personnel to implement these features. Not all capabilities described herein will be deployed with every Unify Hub integration project. Features and components not listed below are not included in the project. Additional customizations must be expressly detailed in the SOW, Appendix A – Contracted Modifications to Standard CentralSquare Products.

Software releases are available every quarter and CentralSquare Product Support will notify the Customer of the release schedule and will work with the Customer to establish a mutually agreed upon CAD-to-CAD upgrade schedule. Features and functionality within software releases are included as part of the Subscription.

3.1.1. Business Rules, Filters, and Data Translations

Business Rules to Exchange Call and Unit Information: The CAD-to-CAD Hub may be configured to share information automatically using business rules based on pre-defined criteria determined by the Customer. Each business rule identifies call or unit criteria which will act as a trigger to a subsequent information sharing action. Business rules are configurable without the need for customized coding or scripting.

- a) The following are supported criteria for triggering a business rule:
 - i. Call or unit meets the criteria of a defined Filter in the Hub Portal.
 - ii. Call or unit stops meeting the criteria of a defined Filter in the Hub Portal.
 - iii. Comment added to a call containing pre-configured text string or keyword.
 - iv. External resources are requested. The call information will be shared with the CAD system that owns the requested physical resource.
 - v. Resource request is granted, denied, or cancelled.
 - vi. Error (network or notification error) is received from an interface.
 - vii. Unit is assigned or unassigned from a call.
 - viii. Call or unit field updated.
 - ix. Non-incident CAD message is received.

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Note: There is no messaging between systems outside of adding comments or share calls. Examples of non-incident CAD messages that can trigger business rules are: AVL, unit status, or geographic update.

- b) The following are actions that may be taken by a business rule:
 - i. Share a call
 - ii. Request a Resource
 - iii. Grant/Deny/Cancel a resource request
 - iv. Grant/Deny a resource request based on availability
 - v. Send an email or SMS alert to a user or user group
 - vi. Create an on-screen toast notification

- c) The following are some sample scenarios that can be implemented using a business rule:
 - i. Dispatcher initiated comment of “##WV” triggers a call share with another agency that is connected to the hub
 - ii. Call share triggers a comment to be added to the shared call containing the originating dispatch center and call number
 - iii. Resource request triggers an on-screen toast notification for a user group at the dispatch center owning the requested resource
 - iv. Network error when attempting a call share generates a toast notification at the corresponding dispatch center

- d) Business rules require effort to define needs, configure, test, and refine. Even simple business rules may have unintended interactions with the connecting system or policies of the dispatch center. Testing is required to refine rules as necessary. The time associated will increase with the complexity of the business rule. Refer to the below table which identifies the number of business rules and the maximum effort to be expended by CentralSquare personnel to implement those rules.

Configuration Allowance: CentralSquare will assist the Customer in developing five (5) business rules and User Groups, with associated filters. The Customer is responsible for creating the remainder of the items that are needed for the configuration. There are not limits on the number of business rules or User Groups that can be created by the agency.

Configuration	Count
Business rules with associated filters	5
User groups with associated filters	5

Filters: Filters are used to define criteria to be met for information sharing including business rules, restrict viewing for user groups, and other built-in configurations. Determining and configuring filter criteria is the responsibility of the Customer with assistance from CentralSquare.

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- a) Filters may be created based on:
 - i. Incoming Common Data Mappings for Supported CAD Incident Fields as defined in this document
 - ii. Incoming Common Data Mappings for Supported Unit Update Fields as defined in this document
 - iii. Time and Date parameters
- b) The following are sample use cases for which filters may be used to restrict viewing or trigger business rules:
 - i. Calls originating from a particular dispatch center
 - ii. Calls mapped to a single or multiple common nature code(s)
 - iii. Calls of a particular discipline such as Law, Fire, or EMS
 - iv. Calls shared with other dispatch centers
 - v. Calls located in a particular geographic area (geofence)
 - vi. Units dispatched to shared calls
- c) Filters are created through the standard menu-driven functionality of the Hub Portal. Complex filtering scenarios may require additional effort involving defining needs, configuring the filter, test, and refinement.

Code Mappings/Translations: The CAD-to-CAD Hub includes the ability to translate incident and unit field values such as Call Nature between sharing CAD systems by mapping codes through a common code set. The Customer and participating agencies are responsible for defining the common code set, inputting local codes and mapping them to the common codes, and maintaining the entire set of codes using the Hub Portal. Code mapping is supported for the following codes:

- a) Agency Name
- b) City
- c) Discipline (i.e., Fire, Law, EMS)
- d) Dispatch Center
- e) Nature/Response Type
- f) Priority
- g) Response Area/Zone
- h) Response Type
- i) Station
- j) Transport Destination (Code)
- k) Unit/Resource
- l) Unit Status
- m) Zone (Map Data)

This document is limited to standard menu-driven code mapping functionality. Complex mappings that require custom scripts is not included as standard functionality. The following are examples of non-standard customizations which will need to be scoped separately:

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- a) Using a combination of factors to determine which code to send on a shared incident. For example, sending a Call Nature of “Structure Fire” for Fire calls and “Fire Assistance” for Law calls when a shared Incident has spawned two or more incidents in a separate CAD system.
- b) Changing the Call Nature based on which unit is requested.

Custom Scripts: If customization is necessary, this will generally be done using custom scripts. Writing of any custom script is not included as part of standard functionality and will be scoped separately.

3.1.2. Call/Incident Related Data

Supported CAD Incidents Fields: The following CAD Incident fields are supported for sharing by the CAD-to-CAD Hub. CentralSquare will not support fields that are not provided or accepted by the CAD system.

- a) Agency Name
- b) Apartment Number
- c) Building Number
- d) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
- e) Call Priority (P1, P2, P3, etc.)
- f) Caller Address
- g) Caller Name
- h) Caller Number
- i) City
- j) Comments
- k) Cross Street (includes upper and lower cross streets)
- l) Discipline (i.e., Fire, Law, EMS)
- m) Dispatch Center
- n) Disposition
- o) Latitude/Longitude (Decimal Format)
- p) Location (common place name- Central Park, County Library, etc.)
- q) Radio Channel
- r) Response Area/Zone
- s) State
- t) Street Address
- u) Time Stamps
- v) Zip
- w) Zone (Map Data)

Note: Standard functionality is limited to sharing of text and translated codes. If the CAD system reacts in an undesirable way to updates, (such as spamming the narrative with unnecessary comments), the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.

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Updates and Synchronization of Shared Incident Data: Updates to the following event fields may be configured to share either as a direct update to the call record or as a pre-formatted comment added to the narrative.

- a) Apartment Number
- b) Building Number
- c) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
- d) Comments
- e) Cross Street
- f) Radio Channel
- g) Street Address

Note: Standard functionality is limited to simple updates of the call data. If the CAD system reacts in an undesirable way to updates, (such as spamming the narrative with unnecessary comments), the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.

Address Validation: Each CAD system may store address location information differently creating the potential for shared addresses to not validate. It is expected that some addresses may not validate automatically and may require some manual intervention by a dispatcher to correct.

Note: Standard functionality is limited to the exchange of text-based address fields. Services to provide more complex manipulation of address data such as changing “St” to “Street” in order to improve shared address validation will need to be scoped separately.

Comment Sharing: Comments refers to any notes, remarks, or narrative entered in your CAD system that are sent to the CAD-to-CAD Hub and potentially shared with other CAD systems. If implemented in the Adapter and supported by the CAD, sharing of comments can convey critical information and be very useful. However, excessive sharing of non-critical comments runs the risk of overloading dispatchers with unnecessary information. It is highly recommended to limit comment sharing using configuration options in the Hub.

- a) One of the following may be used to determine how comments will be shared:
 - i. Only share comments that contain a key text string, such as “##SHARE”

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- ii. Removing comments that follow a specific pattern. This feature may be used to remove automatic system messages that are not useful to other dispatch centers.
 - iii. Share all comments (not recommended)
 - iv. Disable comment sharing entirely
- b) The Customer is responsible for configuring the Hub to limit comment delivery, including determining which text strings will be used to filter comments and adding them to the system.
- c) CAD system may have different sources of incident comments. For example, a CAD may provide a static information from “Basic Notes” completely separate from a “Running Comment Log.” Usually only comments from the “Running Comment Log” are implemented in the Adapter shared by your CAD. The Customer and participating agencies, working with the Provider are responsible to configure that Adapter to share the appropriate comment data.
- d) Similarly, if there are confidential comments that should not be shared by your system, configurations can be set to block those from being viewed by other CAD systems or in the Hub.

Note: Due to inconsistencies in how each CAD system generates additional system comments as well as how each CAD processes comments and messages coming from the Hub, it is possible that some duplicate or redundant comments may result. While the Hub has been designed to reduce unnecessary comments as much as possible, some edge cases may still result in unwanted comments. Customizations needed to remove duplicate or unwanted comments outside of the standard features mentioned here, will need to be scoped separately.

3.1.3. Unit/Resource Related Data

Supported Unit Update Fields: The following unit fields are supported for CAD-to-CAD sharing by the CAD-to-CAD Hub system. CentralSquare will not support fields not provided by the CAD system.

- a) Agency Name
- b) Assigned Call Number (when assigned to a call)
- c) Assigned Call Unique ID (when assigned to a call)
- d) Heading
- e) Latitude/Longitude (Decimal format)
- f) Location
- g) Signed On Status
- h) Speed
- i) Station
- j) Status
- k) Time at Coordinate

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- l) Time at Current Status
- m) Transport Destination (Code)
- n) Type of Unit
- o) Unique Unit ID
- p) Unit Number

Unit Status Sharing: Real-time unit status updates can be shared between connected CAD systems, including AVL data (if available) by mapping physical to external units in the Hub. (External means placeholder or virtual units defined in a system that represent a physical unit in another system.)

- a) **Available/Unavailable Status:** When a physical unit is assigned to a non-shared incident in the unit's owning CAD, other systems with an external mapping to that unit receive unit status updates that the unit is unavailable. Once the unit clears the scene or is otherwise available for dispatch, an available status will be sent for that unit to other systems.
- b) **True Unit Status for Shared Incidents:** When a physical unit is on a shared incident, detailed unit updates (whether the unit is dispatched, enroute, arrived, etc.) will be shared with the other systems sharing incident.
- c) **Unit Control:** Once a resource request for a unit has been granted, either explicitly or implicitly, control of that unit is shared with the requesting system/agency. If implemented in the Adapter and supported by the requesting CAD, the status of that unit can be set by the requester. A system-to-system message containing the updated unit status will be sent to the unit's owning system. If implemented in the Adapter and supported by the owning CAD, the true status of the unit is updated.
- d) **Limiting AVL Updates:** Due to the potential for high volumes of unit status and AVL updates, CentralSquare reserves the right to restrict the frequency of such updates in order to maximize overall system performance.
- e) **CAD System Dependencies Regarding Unit Statuses:** The Hub is dependent on the Adapter and the CAD system to provide and consume up-to-date information. Unit status syncing can be impacted by momentary network outages, system processing delays, or other temporary issues. It is not uncommon for units to occasionally be out of sync between systems for short intervals but is quickly corrected by a subsequent successful unit status update. If a unit is requested by a system/agency in error due to out-of-sync unit information, denial of the resource request by the owning CAD system will override the out-of-sync status and notify the requester the unit is unavailable. Otherwise, manual dispatcher intervention may be required either through exchange of incident comments or a phone call.
- f) This document is limited to sharing standard translated unit status updates and AVL data. The following are examples of non-standard customizations which will need to be scoped separately:

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- i. Sending different unit status updates based on the unit type being updated such as 'On Scene' for law units and 'On Scene Staging' for fire units.
- ii. Sending fabricated progressive unit status updates to satisfy the unit status progression requirements of the target CAD system. For example, sending multiple unit status updates such as 'Dispatched', 'Enroute' and 'On Scene' to reflect a single status update of 'On Scene' from the sharing CAD. Handling these out-of-scope requirements should be part of the receiving CAD Adapter.

3.1.4. System Administration

System Administrators: System Administrators have access to the setup and configuration of the CAD-to-CAD Hub for all connected CAD systems and participating agencies. Changes made by the administrator can potentially affect another agency inadvertently. For this reason, System Administrators should regularly consult and coordinate together before making configuration changes to the Hub.

- a) It is the responsibility of the Customer and participating agencies to determine which individuals will be assigned as System Administrators.
- b) When an administrator change is made, a log entry is created that describes the change made, the date and time, and the user that made the change.
- c) System Administrators can create new users and assign permissions.

User Administration: Users are administered at both the system and agency level. System administrators may create users and assign permissions for all users. Agency User Administrators, which are created by System Administrators, may only do so for the agencies to which they are assigned.

- a) It is the responsibility of the Customer and participating agencies to determine which individuals will be assigned as Agency User Administrators at the agency level.
- b) Some configuration settings may be reset for all users across all agencies. These include:
 - i. The amount of time that inactive calls are displayed
 - ii. The amount of time that toast notifications are displayed (if used)
 - iii. Users may change these settings on an individual basis if desired.
- c) User administration tasks such as creating new users and user groups, assigning permissions, resetting passwords, and Portal configuration settings are the

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responsibility of the Customer and participating agencies.

- d) User groups may be configured using Filters so that only certain calls and units are visible. Incident comments may also be configured so that the incident is visible, but comments are not.

GIS Sources: The Hub system uses your geographical information systems (GIS) data sources to build maps. By copying the GIS sources that you want to use to build your maps into a folder, you can then import them into the Hub through the Hub Portal user interface. The Hub Portal supports the display of active calls and units on a GIS map view for situational awareness. The Portal provides GIS layer import tools for the Customer and agencies to import their own map files including but not limited to ESRI and other standard shapefiles and image files (i.e. Geographic or State Plane). The GIS layer import tool only takes minutes to load the data, but note that when importing map files, there will be downtime. Recommended GIS Map Data Elements are: Boundaries, Stations (Police/Fire), Freeways/Interstates, Major Streets, Waterways, Parks, and Address Points (optional). The Customer and agencies are responsible for providing, loading, and updating the GIS map data for a single, consolidated view for all agencies connected to the Hub. The frequency of GIS updates are determined by the Customer and participating agencies as they have no bearing on geo validation, they are just a visual tool.

Note: Beyond basic training and initial assistance in configuring GIS information in Hub, all other GIS related effort is the responsibility of the Customer and participating agencies.

System Connections: Each system Adapter connects to the CAD-to-CAD Hub over a secured connection provided and maintained by the Customer and agencies. For bi-directional interfaces an HTTP connection (<https://URL:port>) is required at each endpoint (Hub side of the network and the Adapter side). All firewall configuration and configuring of ports is the responsibility of the Customer and participating agencies.

3.1.5. Data Retention and Backup

CAD for Data Retention: The CAD-to-CAD Hub provides call and unit information to each respective CAD system as the authoritative method for permanent data retention. The Hub is not designed as a data warehouse for long-term storage and retrieval. A separate interface may be used to send call and unit updates to a client-provided database for long-term storage.

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Data Purging: Portal administration provides a setting to purge data older than a certain number of days. This feature may be set to retain data indefinitely, but this is not recommended. Data purging occurs automatically without adversely affecting the system in Production.

System Backups: System backups in the Cloud are the responsibility of CentralSquare.

3.1.6. Portal Features

Overview: The Hub Portal is a thick client installed on a Windows-based workstation. The Portal is used to display call and unit related data as well as administrative tools for system configuration.

Call and Unity Display: The Hub Portal displays call and unit information in the dispatch view in real-time. This includes separate list and map views of current calls and units as well as a call details view. The information contained here may be limited based on filters applied to each user group. Hub includes the following tools for viewing call and unit-related information.

- a) Calls List – Displays currently open calls in a list view
- b) Call Details – Displays detailed information about a call including comments, connected calls, and assigned resources
- c) Units List – Complete list of units and current status
- d) Map View – Calls and units are shown on a map. Geofences and markers may also be created and shared with other user groups

Toast Notifications: Pop-up notifications that display in the lower-right corner of your screen and display call and unit information based on pre-configured business rules. These notifications may be used to bring attention to bi-directional call-sharing actions, or to bring bi-directional functionality to centers that may have a publish-only or no interface whatsoever.

User Preferences: Allow the user to adjust color schemes, when stagnant calls disappear from view, configure toast notifications, and enable/disable connection status monitoring.

Admin Alerts: Historical display of email and text message alerts that have been sent to your user.

Diagnostics and Log Views: Tools for troubleshooting and identifying information shared with each interface.

Connection Monitoring: The connection between each CAD system and the CAD-to-CAD

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Hub is continually monitored by the CAD adapter through heartbeat transactions to detect network failures. The Hub also monitors system network connections through heartbeat transactions and network errors. Users are notified of detected disconnects in the following ways:

- a) If the Hub detects a potential disconnect such as lack of a heartbeat or a network error with any CAD system, a warning will display through the Connection Status Monitor in the Hub Portal. A subsequent reconnect will remove this warning.
- b) If a CAD system has not transacted any updates to Hub for a configurable amount of time, a warning will display through the Connection Status Monitor in the Portal. This may indicate that although the Adapter continues to share heartbeats with Hub, it has lost the connection with its CAD system. A subsequent transaction will remove this warning.
- c) If the CAD detects a potential disconnect to the Hub, it is responsible to notify its users through the CAD user interface.

Settings: System and user administrators access and adjust system settings including connections, business rules, filters, and user administration using the Portal.

3.1.7. Information Sharing Redundancy

CAD-to-CAD sharing errors may result from various sources including the following:

- a) User error
- b) CAD system error
- c) Network error
- d) CAD-to-CAD Hub error
- e) Administrator error
- f) Unforeseen circumstances

If there is an error in the CAD-to-CAD process, dispatchers must be aware of the problem immediately so that other means may be used to communicate such as phones or radios. The following are suggested methods to provide redundancy and checks to ensure awareness of CAD-to-CAD sharing.

- a) User error confirmation phone calls
- b) Unit status timers in the CAD system
- c) CAD-to-CAD Hub email or text message alerts
- d) Hub Portal notifications
- e) Hub light towers

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3.2. CentralSquare Unify External System Dependencies

The ability of CentralSquare Unify Hub to perform its functional requirements depends on the external systems' ability to do the following:

3.2.1. Bi-directional Adapters

Unify relies on bi-directional Adapters to external CAD systems which should support the following capabilities:

Continuously provide and receive updated CAD incident and unit status data to and from the CAD-to-CAD Hub

- a) Share/receive new incidents
- b) Update data fields on current incidents
- c) Update dispatcher comments
- d) Assign units/resources to current Incidents
- e) Provide unit status updates including AVL data
- f) Present information to the CAD operator in an appropriate way

Continuously provide and receive updated unit information to and from the Hub

- a) Unit assignment to incidents
- b) Unit status updates
- c) Send and receive unit requests

Connection notices: Provide connection and failure notices to the dispatcher when a prolonged disconnect or outage is detected.

Synchronize (refresh) active CAD data upon connecting including current CAD incident data and unit status data.

3.2.2. Other Considerations

Functionality: Data, functionality, and operational incongruences between the connected CAD systems may limit the level of interoperability achievable. Although the CAD-to-CAD Hub may support certain capabilities, CentralSquare cannot provide functionality that the external system does not support. In cases where there is a gap between needs and what the CAD system can provide, converting data to comments or other methods may be used but certain limitations will naturally be beyond the CAD-to-CAD Hub's ability to work around.

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3.2.3. External System Adapter Requirements

The dependencies listed in this section are an overview and are for general awareness. The CAD-to-CAD Hub SDK provides a more complete set of detailed requirements for the external system's Adapter. The Customer and participating agencies should require the provider to comply with all requirements of the SDK.

4. PROJECT CONTROLLING PROCESS

4.1. Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Customer communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for a successful Project outcome.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. If either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

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Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving OSDs will delay the start and completion of the configuration phase, which may ultimately have an impact on the projected Go-Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go-Lives.

As part of the Project controlling process, upon completion of significant milestones and or tasks, CentralSquare will submit a Task Completion Report (“TCR”) to Customer. The TCR serves as a formal tool for the purpose of verifying with Customer that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to Customer by CentralSquare’s Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Agreement. Upon execution of a TCR that is tied to a Project payment milestone, Customer will receive an invoice from CentralSquare’s Accounting Department which must be paid based on the terms and conditions of the Agreement.

The TCR will include the following information:

- a) Description of work performed, and products delivered.
- b) Comments noting any special circumstances.
- c) Product/Service deliverables listing the Agreement line items that are being recognized as delivered and will be invoiced.
- d) Related Payment Terms in accordance with the Agreement, for Agreement line items that will be invoiced relative to the TCR.

4.1.1. CentralSquare Responsibilities

- a) CentralSquare will prepare and submit TCRs for Customer’s signature upon completion of the applicable task.
- b) The TCR will cite the appropriate SOW reference.
- c) TCRs that trigger a payment will include the payment amount in accordance with the Agreement payment schedule.

4.1.2. Customer’s Responsibilities

- a) Customer will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.
- b) If Customer disagrees with a TCR, Customer shall submit to CentralSquare a written explanation detailing why the Customer believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this

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SOW. Such notification from the Customer shall be provided to the CentralSquare Project Manager within five (5) business days of receipt of the TCR.

4.2. Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include but are not limited to a modification to Project scope, Standard or Custom products' functionality, CentralSquare and Customer's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by Customer or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW.

All Change Orders must go through the CentralSquare's internal approval process before they can be presented to Customer for review and approval. Once the Change Order is generated, Customer Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees for CentralSquare to properly investigate and scope the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to Customer Project Manager prior to CentralSquare's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if Customer has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that

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a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Customer not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for Post-Go-Live delivery.

4.2.1. CentralSquare Responsibilities

- a) Change Orders will capture necessary information required to prepare a Change Order and submit it to the Customer.

4.2.2. Customer Responsibilities

- a) When applicable, Customer will identify the services or deliverables that will be subject to a Change Order, per the Agreement between both parties.
- b) When applicable, Customer will identify changes to application features or functionality, Interfaces, or any other Systems that will require a change order. This process may also include participation in the requirements process.
- c) Customer will approve and process Change Orders in a timely manner.

4.3. Project Reporting

CentralSquare will provide Monthly Status Reports advising Customer Project Manager and key Customer Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare's Subcontractors' Deliverables. The Project Status Reports will include the following:

- a) Accomplishments during the Reporting Period.
- b) Planned upcoming activities.
- c) Issues.
- d) Risks.
- e) Key Action Items.

In addition, the CentralSquare Project Manager will hold bi-weekly status meetings/conference calls to update Customer on the status of the Project and key action items and deliverables.

CentralSquare will provide an updated Project Schedule advising Customer Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for Customer team, and Customer may add such tasks, owners, and

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durations to the Project in collaboration with CentralSquare Project Manager. The Project Schedule will consist of the following:

- a) Major Tasks.
- b) Task Responsibility.
- c) Task Duration.
- d) Major Milestones.
- e) Tasks Completed.
- f) Tasks in Progress.

4.3.1. CentralSquare Responsibilities

- a) Provide a written report of Project status once a month.
- b) Conduct status meetings/conference calls every two weeks.
- c) Maintain an up-to-date Project Schedule.

4.3.2. Customer Responsibilities

- a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
- b) Participate in Project status meetings.
- c) Ensure participation of personnel in tasks and meetings.

4.4. Document Review

During the Project, CentralSquare will deliver several documents to the Customer for review. These documents will include but are not limited to the Functional Acceptance Test Procedures, Project Schedule, and OSD for the Project. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided in electronic (soft copy). If Customer desires printed (hard copy) documentation, it is their responsibility to print and bind the desired copies. The CentralSquare Project Manager will retain a copy and provide the Customer with a copy.

Should Customer find any document unacceptable, Customer must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

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To ensure compliance with the Project Implementation Schedule, Customer is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

4.4.1. Documents Subject to Customer Approval (via signature)

- a) Change Orders.
- b) Operational Scenario Documents (OSD).
- c) Functional Acceptance Test Procedure documents.
- d) Task Completion Reports.

4.4.2. Documents Subject to Customer Review not Requiring Approval

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between Customer and CentralSquare.

- a) Project Status Reports.

4.4.3. CentralSquare Responsibilities

- a) Distribute the documents to Customer.
- b) Coordinate the process to consolidate comments and edit documents.
- c) Manage the signoff process for applicable documents and the distribution of originals to Customer and CentralSquare for filing.

4.4.4. Customer Responsibilities

- a) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.
- b) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

4.5. Third-Party Management

CentralSquare will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Agreement.

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As part of the Subcontractor agreement, all communications between those third parties and Customer will be managed by CentralSquare. Any communication directly between Customer and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CentralSquare unless an appropriate Change Order has been prepared.

Conversely, Customer will be responsible for the management of third parties that CentralSquare is not responsible for. The customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of Customer's System.

4.5.1. CentralSquare Responsibilities

- a) Assume responsibility for third parties that are the responsibility of CentralSquare within the terms of the Agreement between CentralSquare and Customer.
- b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Inform Customer when configuration and or programming will require interaction and/or documentation from a third party which is not the responsibility of CentralSquare under the Agreement between CentralSquare and Customer.

4.5.2. Customer Responsibilities

- a) Work directly through CentralSquare regarding third parties that are the responsibility of CentralSquare.
- b) Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Facilitate interaction between CentralSquare and third parties not the responsibility of CentralSquare to include conference calls, answers to questions and documentation as requested

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5. PROJECT INITIATION AND PLANNING

5.1. Overview

Project Initiation and Planning involves gathering the necessary Project specific information to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between Customer and CentralSquare during this process is at a high-level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting of the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are completed and as the Project nears Go-Live and Project completion.

Note: The Project Schedule is a living document, subject to change during the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from Customer and CentralSquare.

5.1.1. CentralSquare Responsibilities

- a) Assign a Project Manager to the Project to participate in Initiation phase activities.
- b) Produce required documentation to support Initiation activities.
- c) Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- d) In collaboration with Customer, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).

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- e) Baseline the Project Schedule.
- f) Prepare and submit the TCRs for Customer acceptance of the Project Management Plan as defined above.
- g) Develop and submit invoice for payment due at execution of the Agreement.

5.1.2. Customer Responsibilities

- a) Assign a Project Manager for the Project to participate in Initiation phase activities.
- b) Identify and engage Customer's Project team.
- c) Review and comment on the CentralSquare Project Management Plan and the Project Schedule.
- d) Review and comment on CentralSquare provided documentation to support Initiation activities.
- e) Approve the TCRs for the Project Management Plan within five (5) business days.

5.2. Project Kickoff

During the planning phase, the CentralSquare Project Manager will hold a Kickoff Meeting with Customer's Project team. During the Kickoff Meeting, the CentralSquare Project Manager will provide an overview of the following:

- a) The CentralSquare Execution Process.
- b) A high-level description of Project Deliverables.
- c) Roles and responsibilities for the Project team members.
- d) A high-level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
- e) Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
- f) Review any project related questions from Customer's team.

5.2.1. CentralSquare Responsibilities

- a) Prepare the agenda and set a date for the Kickoff that is convenient to Customer and CentralSquare Team.
- b) Distribute any documents that Customer should review in advance of the Kickoff Meeting.
- c) Conduct the Kickoff Meeting.

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5.2.2. Customer Responsibilities

- a) Work with the CentralSquare Project Manager to facilitate scheduling a date for the Kickoff Meeting.
- b) Schedule the appropriate personnel from Customer's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

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6. PROJECT EXECUTION

6.1. Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of 1) a review of Deliverable documents; 2) development, configuration, installation and testing of software and hardware deliverables, and 3) delivery of Project related services such as Project related training. These processes are iterative in nature with several checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

6.2. System Installation

System installation is one of the early processes in the Project implementation phase and has a significant impact on and critical dependency on several key activities.

Cloud virtual provisioning will be the responsibility of CentralSquare.

6.2.1. Cloud Components

The CentralSquare Cloud Team will provision the CentralSquare software in the Cloud. This will entail a planning meeting with the Customer System/Network Administrator and other CentralSquare staff (Project Manager, Technical Services), configuration of the VPN, advising on network communications, and configuring access to the provisioned system.

The administration services of the Cloud environment are the responsibility of CentralSquare, including support, operation, and maintenance of the underlying infrastructure. Access to any resources by the Customer will not be allowed except through applications and programmatic connections.

6.2.1.1. CentralSquare Responsibilities

- a) Host Technical meetings with Customer network/systems administration staff.
- b) Provide port, protocol information to Customer for firewall rules.

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- c) Provide guidance on routing needed from Customer networks to Cloud environment.
- d) Provision Cloud system as necessary.
- e) Provide URLs and any other paths for Customer connectivity.
- f) Perform connectivity tests with Customer assistance at least one week prior to any workshops.

6.2.1.2. Customer Responsibilities

- a) Attend Technical meetings with CentralSquare resources.
- b) Acquire ISP connections.
- c) Open firewall as directed by CentralSquare Technical staff.
- d) Provide routing rules to route traffic through the VPN tunnel as advised by CentralSquare technical staff.
- e) Perform connectivity tests with CentralSquare assistance at least one week prior to any workshops.

6.2.2. Implementation Overview of CentralSquare Unify

The CAD-to-CAD Hub is implemented through a series of standard steps and process gates designed to ensure that operational needs are identified, configurations are verified, and tested to validate proper functionality prior to Go-Live.

The implementation includes tasks to be completed by multiple stakeholders including CentralSquare, Customer and agency personnel, and the 3rd party system Provider. The tasks below are an overview and will be refined in a detailed project schedule with the Customer upon project Kickoff.

6.2.2.1. CentralSquare Unify Hub Initial Installation and Configuration

CentralSquare will provide support for the initial system configuration. This will include the following:

- a) Installing the database and application server software for the Hub.
- b) Once network connections have been established between the servers by the Customer and participating agencies, CentralSquare will establish software connections between each server.
- c) Establish each environment such as Test, Training, and Production as set forth in this document and the accompanying Agreement.

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- d) Configure the connection parameters for each third-party system connection. Note it is the Customer and participating agencies' responsibility to ensure network connectivity between servers are established.
- e) Load initial data mapping sets for the following codes. Note that mapping and translation of these codes is the responsibility of the Customer.
 - i. Agency
 - ii. Dispatch Centers
 - iii. Nature / Response Type
 - iv. Unit / Resource
 - v. Unit Status
 - vi. Unit Type
- f) If the project involves joining a new dispatch center to an existing hub or upgrading a publish-only interface to a bi-directional interface, some or all of these steps may have been already completed. The associated Agreement will outline exceptions or additions to these steps.

6.2.2.2. CentralSquare Unify Hub System Setup

The tasks listed under system setup may be executed simultaneously.

CAD Provider Adapter Implementation and Configuration: Includes the installation and configuration of the CAD Provider Adapter by the Provider or by CentralSquare as defined in the SOW, Section 2.6 – Deliverable System Connections on CentralSquare Unify Hub.

Software Installation: Basic server configuration is added for each interface on the CentralSquare server, and the Portal client software is delivered to the Customer and participating agencies. Software installation marks the completion of the system setup tasks.

6.2.2.3. Initial Discovery and Configuration

A discovery phase will take place that will identify site-specific configurations for the Hub. These will be documented in an Operational Scenario Document (OSD) and signed off by the Customer, via a TCR, before the configuration phase begins. Specific configurations may be recorded in the documentation listed below. It is agreed that all shared can be exchanged in an electronic form, such as .PDF, .DOCX, .XLSX, etc. The OSD document will be updated as the agencies are implemented and brought online.

- a) List of CAD Codes: The Customer and participating agencies will provide a list of CAD codes and descriptions that will be mapped to those of other CAD systems

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through the Hub. Common codes include incident status, nature, unit status, units, agencies, cities, and jurisdictions.

- b) **Code Mapping Document:** Under the guidance of CentralSquare, the Customer and participating agencies will provide a list of mappings of the CAD Codes provided above to a common code set provided by CentralSquare. The common code set in the Hub facilitates mapping and translation to other agencies' codes, which is the responsibility of the Customer and participating agencies.
- c) **Test Scenarios:** CentralSquare will provide a standardized list of tests for acceptance. Other tests can be suggested by the Customer providing that they are within the scope of the accompanying Agreement. These test scenarios will form the basis of training documentation.
- d) **Configuration Documentation:** Documentation may be added directly into the configuration screens of the Hub and is easily exported as text. This will serve as the primary form of technical documentation.
- e) **Product Manuals:** CAD-to-CAD Administrator's Guide will be provided electronically.

The Customer's Project Manager and Subject Matter Experts play a critical role during this time. Discovery and configuration involve the gathering of business requirements, CAD codes, system configuration including code mappings on the CentralSquare Unify Hub.

The results of the discovery and configuration sessions will be compiled, documented in an Operational Scenarios Document (OSD) and signed off by the Customer, via a TCR, before the configuration phase begins. CentralSquare will provide OSD documentation as appropriate. The OSD document will be updated as the agencies are implemented and brought online.

This task is considered complete upon completion of the customer questionnaire documentation and a joint review between the Customer, the participating agencies and CentralSquare.

7. CENTRALSQUARE UNIFY TESTING

7.1. Isolated CAD Adapter Testing

CentralSquare and the Customer will develop a mutually agreed upon testing schedule. System testing will be conducted throughout the project in three (3) distinct periods.

The Isolated CAD Adapter Testing will be conducted simultaneously with other implementation tasks and will largely involve CentralSquare Engineers and the Provider implementing its Adapter. This testing will use a CentralSquare Unify Hub Test environment, and test instances of the CAD system and Adapter. CentralSquare will use a CAD simulator to test all aspects of the connection between the Hub and the Provider's Adapter and CAD system. Sample data may be used to demonstrate the ability to view data using the Hub Portal client. Testing support from the Provider and assistance from the Customer and participating agencies are required. The Customer and participating agencies will identify and provide a CAD Administrator that can login to test CAD systems with its Adapter connected to the Hub. The CAD Administrator will work jointly with CentralSquare and the Provider to complete this testing.

At the conclusion of the Isolated CAD Adapter Testing, the connection between the Hub and the Provider's Adapter and CAD system is demonstrated as data is successfully delivered to and visible using the Hub Portal client. This final testing demonstration shall take no more than five (5) hours per agency.

7.2. Provider End-to-End Testing

Provider End-to-End Testing will be conducted when the Isolated CAD Adapter Testing is complete for each CAD system that is required to meet the standard incident and resource sharing requirements. It will involve CentralSquare Engineers, the CAD providers, the Customer, and the participating agencies. If a dependent CAD system is not ready for End-to-End Testing, the testing may proceed using a CAD simulator provided by CentralSquare. CAD Simulator testing does not replace End-to-End Testing with the CAD Provider. The Customer and the participating agencies will need to identify and provide a CAD Administrator that can login to the test CAD systems with its Adapter connected to the Hub. The testing period will be paused for resolution of Go-Live issues as defined in the SOW, Section 9.3 – Functional Acceptance Testing. Defects found in the Adapter for each CAD system may also pause the testing period. CentralSquare, the Customer and the participating agencies will expedite where possible the resolution of any Provider defects.

At the conclusion of the Provider End-to-End Testing, meeting all the Adapter and CAD Provider testing requirements as defined in the OSD marks the completion of the Provider End-to-End Testing. This final testing demonstration shall take no more than five (5) hours per agency.

7.3. Functional Acceptance Testing (Customer End-to-End Testing)

Once the Provider End-to-End Testing is concluded for each CAD system, Functional Acceptance Testing will be conducted by the Customer, the participating agencies, and the CAD Provider under CentralSquare supervision. Each agency will go through Functional Acceptance Testing when they are ready to connect to the system, so Functional Acceptance Testing may happen multiple times on the same CentralSquare Unify Hub. This final testing event shall take no more than sixteen (16) hours per agency.

It is during the Functional Acceptance Testing that the Customer and the participating agencies, gain close familiarity with the CentralSquare Unify Hub and related functionalities. Expanded Standard Operating Procedures (SOPs) are more fully defined and tested by the Customer and the participating agencies, during this time. This is a Customer driven phase with assistance from CentralSquare. Changes required for Customer and agency SOPs are out of scope unless explicitly agreed.

To confirm that all work has been completed under this SOW and that the system meets the functional requirements of the COTS Hub system, CentralSquare and the Customer will develop a mutually agreed upon functional acceptance test plan that is based on the criteria contained in the Operational Scenario Document (OSD) which will be incorporated during the project into the Unify Test Checklist. The Functional Acceptance Testing process consists of verifying and running standard functions tests in a format designed to verify the functionality of the CentralSquare Unify solution. CentralSquare will work with the Customer and the participating agencies to develop a mutually agreed upon testing schedule for the agencies. Following the completion of the Functional Acceptance Testing, any defects that are raised will be documented by CentralSquare and prioritized as follows:

Priority	Issue Definition
Go-Live Issues	Issues in the CAD-to-CAD solution identified during Functional Acceptance Testing with contractually required functionality that must be corrected prior to Go-Live. CentralSquare will research such identified issues and propose a plan for resolution. Go-Live issues will be corrected prior to Go-Live.
Post-Go-Live Issues	Issues in the CAD-to-CAD solution identified during Functional Acceptance Testing with contractually required functionality that can be corrected after Go-Live. The Customer and CentralSquare will mutually agree these issues

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	may be addressed after Go-Live. CentralSquare will provide a reasonable date for resolution of the Post-Go-Live issues.
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The Customer will agree to sign off upon the completion of each Functional Acceptance Testing session, acknowledging the delivery and receipt of the testing results, via a TCR. Upon resolution of any Go-Live or Post-Go-Live issues, the failed test(s) will be repeated by the participating agencies under CentralSquare supervision, until resolved. The Customer will agree to sign off on a TCR reflecting the completion of Functional Acceptance Testing when the testing has been completed with no Go-Live issues (i.e., a passing Acceptance Test). Upon completion of Functional Acceptance Testing, preparations for deployment may begin. A migration plan will be defined and executed. The Customer and participating agencies will train their own dispatchers from expanded SOPs defined during the Functional Acceptance Testing.

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8. CENTRAL SQUARE UNIFY TRAINING

8.1. Training

Upon completion of the Functional Acceptance Testing, CentralSquare will conduct CentralSquare Unify Hub Administrator training on consecutive weekdays during remote training hours (Monday – Friday, between 8:00am – 5:00pm as determined by the Customer’s time zone based on the actual duration of the class) or on consecutive weekdays during onsite training hours (Tuesday – Friday, between 7:00am – 10:00pm as determined by the Customer’s time zone based on the actual duration of the class). Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

Training classes are conducted based on the quantities specified in the Agreement. Refer to SOW, Appendix Y – Workshop and Training Summary for a complete listing applicable to this project. CentralSquare and the Customer will develop a mutually agreed upon training schedule for the agencies.

CentralSquare follows a “Train-the-Trainer” approach to training. This method allows in-depth training for key individuals at each agency who will then provide training to the remainder of the users.

- a) CentralSquare Unify Hub Administrator Training: CentralSquare will provide Portal Administrator training on how to monitor system health, manage groups and users, and make basic configuration changes. This training will be conducted remotely through a webinar. Participants should not exceed ten (10) per class.
- b) Unify User Training: CentralSquare will work with the Customer and agency trainers to advise them on incorporating CAD-to-CAD concepts into their training courses for dispatchers and call takers. However, since the methods for interacting with CAD incident and resource sharing are dependent upon their configuration, training for the End Users is the responsibility of the Customer and the participating agencies. It is expected that Subject Matter Experts (SME’s) will be sufficiently familiar with their operational procedures and their CAD configuration to conduct this training for their respective agency.
- c) Hub Portal Training Videos: CentralSquare will provide the Customer and the participating agencies with access to training videos on essential Portal features.
- d) Training Documentation: Agency specific documentation of local sharing use cases and rules is the responsibility of the Customer and the participating agencies.

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9. CONDUCT CENTRALSQUARE UNIFY PRE-GO-LIVE TASKS

9.1. Pre-Go-Live

After the Customer-led User training is complete, the system is ready for deployment. Preparation for cutover to live operations will be outlined in the Project Schedule and the Go-Live Plan four (4) to six (6) weeks prior to Go-Live. The Go-Live plan includes the overall timeline for the event, products involved, agencies involved, roles and responsibilities, established meeting dates/times, issue reporting and escalation process, transition to support and the communication plan.

9.1.1. Pre Go-Live Tasks:

- a) Customer to distribute final version of documentation to participating agencies outlining modifications to standard operating procedures.
- b) CentralSquare Project Manager and the Customer will ensure all end user training has been completed, and that all Go-Live deliverables are completed with related TCRs approved.
- c) CentralSquare Project Manager will schedule and monitor internal and Customer-facing Go-Live readiness checks during team planning meetings.
- d) CentralSquare Project Manager and the Customer Project Manager, along with key resources, will conduct separate planning meetings to draft/approve the Go-Live Plan.
- e) CentralSquare Project Manager and the Customer will prepare a Go-Live plan which provides details about the time period for the event, products involved, supportive roles and responsibilities, the overall timeline for the Go-Live, establishes meeting dates/times, the issue reporting and escalation processes, transition to support, and communications plan.

9.1.2. Go-Live Preparation:

CentralSquare and the Customer will draft the CentralSquare Go-Live Authorization Letter for each Go-Live group. The Go-Live Authorization Letter confirms that the system has been installed and tested, and that the Customer agrees to proceed with moving the system to live operation. It acknowledges sufficient user training has been completed, confirms software is functional for a live environment, and that none of the currently identified issues are critical to the Go-Live. Date and time of the Go-Live is memorialized, the participating agencies, along with assurance the Customer technical team and subject matter experts will be available twenty-four (24) hours a day to support the Go-Live unless otherwise noted in the Agreement.

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The Customer is required to review and sign off on the Go-Live Authorization Letter no later than three (3) weeks prior to the scheduled Go-Live date.

9.1.3. Transition Presentation:

CentralSquare will provide a presentation to the Customer to gain familiarity with the Support structure and methodologies. CentralSquare will assist in confirming that representatives designated by the Customer needing access to enter and track support tickets have credentials for CentralSquare access.

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10. CONDUCT CENTRALSQUARE UNIFY GO-LIVE

10.1. Go-Live

Go-Live of the CentralSquare Unify solution for each of the participating agency entities into the Production environment is a highly orchestrated activity that will require resources from both the Customer, any participating agencies, CentralSquare, and the CAD Provider teams. The CentralSquare Unify Hub has the ability to deploy functionality on a case-by-case basis. The migration plan may, for example, first deploy bi-directional unit status updates followed later by automated call sharing.

Go-Lives are conducted on consecutive weekdays (Monday – Friday). Any CentralSquare Go-Live Support that is beyond the amount specified per the Agreement may be subject to an additional cost.

- a) “Go-Live” means the event that occurs when Customer first uses a System for Live Operations. A separate Go-Live may take place with respect to each System, each Interface, and each Modification.
- b) “Go-Live” means “First use in a non-test bed environment”.

The system is brought into production per the Go-Live Plan and the Go-Live Authorization Letter. Go-Live support is provided by CentralSquare as follows:

- Go-Live Support: A total of three (3) consecutive days of remote support will be provided when the Customer goes live with the CentralSquare Unify solution.
- Day 1 - Day 3: Remote Go-Live Support – one (1) Consultant (trainer), eight (8) hours each day, during normal business hours (8:00am to 5:00pm local time).

A TCR will be provided to the Customer for signature upon completion of the Go-Live event and CentralSquare provided support, per the Agreement. During Go-Live, issues are reported and managed by CentralSquare with the Customer’s assistance. Upon cessation of Go-Live support by CentralSquare, issues are reported and managed by the Customer.

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11. PROJECT CLOSURE

11.1. Project Closure

Project closure activities commence when all project deliverables have been completed. Support of the systems will be transitioned to CentralSquare’s Support and monitored per the Support and Maintenance Agreements.

Major Task	Description
Post Go-Live Project Deliverables	Once complete, ensure CentralSquare project manager will provide TCR to Customer for signoff of completed deliverables.
Final Audit	CentralSquare project manager will perform a final audit to ensure all Contractual obligations have been met. A final TCR will be provided to Customer to confirm the project is completed.
Final Transition	CentralSquare project manager performs final transition of Customer to Support who will become the primary conduit for entry, tracking, and resolution of system issues. Customer interaction is officially handed over from the CentralSquare project manager to the CentralSquare Customer Success Manager (CSM).
Project Closure	CentralSquare project manager performs administrative tasks to archive project documents and close the project.

11.1.1. CentralSquare Responsibilities

- a) Perform payment reconciliation, deliver final project TCRs which generate remaining invoices.
- b) Transition the CentralSquare point of contact from the Project Manager to the CSM and Customer Support Services Department.
- c) Provide continued support based on terms of Agreement.

11.1.2. Customer Responsibilities

- a) Provide approval of final Project TCRs within five (5) business days.
- b) Process payment of final invoices.

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12. Appendix A – Contracted Modifications to Standard CentralSquare Products

Note: Any changes to the requirements documented in approved System OSDs are subject to Change Order.

There are no product modifications proposed for this project.

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13. Appendix J – CentralSquare Connectivity to Enterprise On-Premise Systems Policy

Customer Managed On-Premise Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premise customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enables customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

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14. Appendix Y – Workshop and Training Summary

Training/Go-Live Deliverable	Quantity	Training(s)/Workshop(s) Included	Remote/Onsite
Initial Discovery, Configuration: Workshop #1: Kickoff, SMS & Questionnaire (one hour, all agencies need to attend the workshop)	1	One (1) hour workshop	Remote
Initial Discovery, Configuration: Workshop #2: Code-Mapping (one hour, all agencies need to attend the workshop)	1	One (1) hour workshop	Remote
Isolated CAD Adapter testing	1	Five (5) hour testing event per agency	Remote
Provider End-to-End testing	1	Five (5) hour testing event per agency	Remote
Functional Acceptance Testing (Customer End-to-End Testing)	1	Sixteen (16) hour testing event per agency	Remote
CAD-to-CAD Hub Portal Console and Administrator Training (all agencies need to attend this training session)	1	Two (2) hour training session	Remote
CentralSquare Unify Go-Live Support Services	1	Three (3) days Go-Live Support - one (1) Consultant, eight (8) hours each day, during normal business hours.	Remote

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EXHIBIT 6

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EXHIBIT 7
Service Level Commitments

The following applies to any CLOUD (non-OPS designated) Software Subscriptions on Exhibit 1 as a cloud hosted Solution.

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. Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:
 - A. Internet Access. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;
 - B. Customer's Internal Network Issues. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

- C. Third-Party Acts. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;
 - D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,
 - E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.
3. 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).
4. 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 8

Intentionally Omitted

EXHIBIT 9
Intentionally Omitted

EXHIBIT 10
Intentionally Omitted