CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-603 – approving an agreement for annual support and upgrade services with Central Square Technologies, LLC.

MEETING DATE
April 4, 2022

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an UPGRADE agreement by and between the City of Joplin and Central Square Technologies, LLC., to cover the annual software payment and related conversion fees for the Public Safety software and related systems as budgeted in the Annual Budget of the ~~City of Joplin f~~or the Fiscal Year 2021-2022 as adopted by Council Bill 2021-523 on October 18, 2021.

BACKGROUND
Central Square Technologies, LLC., has been the City's primary software provider for over twenty-one years. In 2009, the Public Safety Systems were upgraded with Council's approval to SunGard OSSI, also a subsidiary of Central Square Technologies. Police Command Staff, along with the City IT department, has conducted onsite demonstrations involving Central Square, Omnigo, and Motorola. The goal was to evaluate the most comprehensive replacement software system for Public Safety. Omnigo was deficient in several modules. Motorola was cost prohibitive. Upon completing these extensive evaluations, Central Square was the lowest and best price. Central Square is also the incumbent vendor and is the only software 100% compatible with our existing software, thus they are a sole source. If either of the other software vendors had risen to the top for the evaluating group, a formal bid would have been issued.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Information Technology Dept. as well as the Police Public Safety Tax

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1st Reading

ATTACHMENTS
CB2022-603 Ordinance; Central Square Technologies, LLC Agreement, DEMS Agreement

Software License and Service Agreement

City of Joplin, Missouri

This Software License and Service Agreement (this "Agreement") entered into as of this ____ day of _____ 20___ by and between City of Joplin, Missouri ("Customer"), having its principal place of business at 602 South Main Street, Joplin, MO 64801, and CentralSquare Technologies LLC ("CentralSquare"), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Customer entered into a prior agreement for ONESolution Software products with Superion ("EmergiTech"), a CentralSquare Technologies, LLC company; and

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

WHEREAS, Customer desires to discontinue use of the ONESolution application(s) and upgrade to the CentralSquare Software identified in Exhibit B to this Agreement; and

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

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Customer will be part of a system consisting of Customer and the Duquesne Police Department. Customer will serve as the hosting agency (production site) for both agencies, with Duquesne Police Department an authorized user of the host system. In the event that Duquesne Police Department chooses to move to a standalone system, additional fees will be required for hardware, services, and CentralSquare Software necessary for it to be on a standalone system, if applicable.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

2.0 Software Subscription Access

2.1 Access to Software

In consideration of Customer's payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive right to use certain CentralSquare software (the

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"Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

2.2 Copies and Modifications

No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from the Software. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

2.3 CentralSquare Server Access and Restrictions on Usage

Customer will ensure that all CentralSquare Server Hardware is directly network accessible (console level access) to CentralSquare at all times via SSH connection; reverse-tunnel or other secure methods of connection are not permitted except at the discretion of CentralSquare. There shall be no additional authorization or equipment required except as requested by CentralSquare. Cooperation of Customer's IT department is required with respect to implementation and/or maintenance of the SSH connection. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by CentralSquare's DevOps team. This connection is only utilized by CentralSquare's CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software subscription fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s)

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for Customer's use of the CentralSquare Software and the use granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or non-Server Hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail.* Except as stated in *Exhibit D: Maintenance Agreement*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Server Hardware to Customer

CentralSquare shall ship Server Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware, and Server Hardware, as well as to perform proper facility preparation and maintenance (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and after installation.

3.3 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay CentralSquare the fees, without deduction or offset, set forth in *Exhibit C: Payment Schedule*.

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3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance.

3.6 Software Acceptance

Customer acknowledges that the CentralSquare Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement. This provision does not apply to System Acceptance, which will be achieved in accordance with the implementation, acceptance, and Go Live process as defined in the Statement of Work.

3.7 Hardware Acceptance

Customer acknowledges that the Hardware and Server Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.8 Additional Components and Third-Party Applications

Other components (hardware and/or software, collectively "Third-Party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

Unless otherwise established in this Agreement, CentralSquare, its employees and/or contractors shall not be obligated to install, utilize or otherwise maintain any type of third-party software application for any purposes. This includes, but is not limited to, VPN, MFA, etc., nor shall be obligated to utilize any type of RSA token and/or functionally similar device for purposes of access to any Customer network, system and/or data. Customer agrees to waive the use of same if required for network access.

3.9 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated

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Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including PII (Personal Identifiable Information), to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data –

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particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

4.4 Termination for Breach

CentralSquare may immediately terminate this Agreement, including all use rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 *Software Warranties*

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to grant use of the Software as described in this Agreement.

4.6.1.1 Wireless Service Limitations

Problems in the CentralSquare Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of

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services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 *Hardware and Third-Party Software Warranties*

CentralSquare warrants that, at the time of delivery, the Hardware and Server Hardware will be new and unused. CentralSquare will be solely responsible for processing and managing of all Server Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits 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 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 or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary

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in the foregoing, if a claim, lawsuit 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.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the contract price; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises; or (iii) in the case of bodily injury, personal injury, or property damage for which defense and indemnity coverage is provided by CentralSquare's insurance carrier, the coverage limits of such insurance.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Term & Termination

6.1 Term

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. If Client terminates this Agreement at any time during an annual term, Client shall only be obligated to pay fees on a pro rata basis to the date of such termination.

B. At the conclusion of the annual term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). (Any Renewal Term collectively referred to herein as the "Term").

6.2 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the use or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the right to use CentralSquare Software.

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6.3 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

6.4 Termination without Cause

Either party may terminate this Agreement, without cause, upon no less than one hundred eighty (180) days written notice to the other party.

6.5 Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the use of the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all Server Hardware and at CentralSquare's direction, either return or destroy the Server Hardware.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1 Delivery

Upon notice to Customer that the Software, Hardware, and Server Hardware are ready to be delivered, Customer shall ensure that personnel are available to receive the Software, Hardware, and Server Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, 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 or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such party's reasonable control), the actions or omissions of the other party or its employees or agents and/or other similar occurrences beyond the party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay,

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Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Missouri, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of the Circuit Court of Jasper County, Missouri with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are

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not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare. Notwithstanding the foregoing, should any applicable Missouri State or federal laws for which the statutes of limitations for such action(s) extend beyond two (2) years, such Missouri State or federal law shall control.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

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8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Cooperative Purchasing

The parties agree that other public entities may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including, but not limited to: Pricing, and Payment Terms. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

8.17 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

8.17 Non-Appropriation

In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, Customer shall notify CentralSquare of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to Customer of any kind whatsoever. Should Customer terminate the Agreement for such non-appropriation, CentralSquare shall be paid for all undisputed fees and expenses earned up to the date of such termination.

9.0 Definitions

(a) **Documentation**: All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

(b) **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(c) **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(d) **Hardware**: All ancillary hardware, equipment, and other tangible non-Software items not

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required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement.

(e) **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(f) **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.

(g) **Server Hardware**: All hardware, equipment, and other tangible non-Software items required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.

(h) **Services**: All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.

(i) **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.

(j) **System**: The Software, Server Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.

(k) **Third-Party Software**: Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

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EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

City of Joplin, Missouri

Signer's Name: _____

Signer's Title: _____

_____ _____

Signature *Date*

CentralSquare Technologies, LLC

Signer's Name: _____

Signer's Title: _____

_____ _____

Signature *Date*

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Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms
Administration – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Administration system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

CAD (Core)	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI

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CAD (Advanced)	• Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms	• NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows • Caller Location Query (CLQ) Subscription Service
CAD – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare CAD system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping (Core) – Server Based	• Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers • GIS functions with map window closed • Quickest path unit recommendation	• Active calls for service • Call for service click-through • Custom map markers • Address verification • Faster map functions (compared with non-server version) • Required for 15 or more AVL units
Mapping – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping AVL	• Vehicle locations on map	• Call for service integration

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Mapping AVL – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping AVL system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mapping AVL Playback	• Displays on the map • View by time, by unit, by CFS	• Print or export playback data
Financial (Core)	• Double-entry accounting • Automatic invoice creation • Configurable addition of fees based on Records workflow • Account reconciliation	• Receipt generation • Statement printing • Bulk Invoice Payments • Full audit trail
Financial – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Financial system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Jail (Core)	• Booking, Intake, and Release Wizard • Cell Occupancy Log • Activities • Basic Bank • Issued Property • Medicine • Jail Billing • Bond Payments • Sentence calculation and Good Time	• Inmate Property • Victim Notification • Visitor logging • Jail Log • Shift Log • Court Events • Classification • Cell Recommendation • Inmate Classes and Transportation • Full audit trail

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Jail (Advanced)	• Advanced Inmate Bank • Expenses • Expungement Log • Sentence Reductions • Inmate Checks	• Inmate Work Shifts • Stay Scheduling (Weekenders) • Multiple Facilities • Jail workflow • Custom Forms
Jail – Agency Site Licenses	• Allows facilities named herein to access and use Customer's CentralSquare Jail system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Mobile Core	• Grants access to the CentralSquare Mobile application	
Mobile Pro Accident Reporting	• Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries • Prefill from NCIC return (for agency State only) • Diagramming (via Easy Street Draw)	• Paper accident report creation and printing • Case report association • Customer must provide all necessary licenses for the most current version of Easy Street Draw
Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Pro eCitations	• Off-line operation • Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries	• Prefill from NCIC return (for agency State only) • Paper ticket creation and printing • Case report association

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Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Personnel (Core)	• Personnel Log	• Full audit trail
Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Personnel – Agency Site Licenses	• Allows agencies named herein to access and use Customer's CentralSquare Personnel system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Portal (Community Involvement)	• Read-only access • Public access to Inmates, Sex Offenders, Warrants, Civil Papers, and Calls for Service • Agency-defined permissions	• Data sharing with other Customers • Media reports • Extra Patrol requests • Public tip submission
Portal (Remote CFS View)	• Read-only access • Web access to CFS Data	• Agency-defined permissions
Portal (Attorney Case View)	• Web access to Case Report data for attorneys	• Agency-defined permissions

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Records (Core)	• Case Reports • NIBRS/UCR Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List	• Pawn Property • Pistol Permits • Sex Offenders • Full audit trail
Records (Advanced)	• Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements	• Tow Calls • Bicycle Registrations • Parking Tickets • Custom Forms
Records - Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Records system	

Note: Workflow and personnel related items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Reporting (Core)	• Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports
CentralSquare Field Ops	• CJIS compliant mobile device app • Integrated photo and audio capture tools	• Real-time CFS data access • Uses existing CentralSquare Suite user credentials

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Community Data Platform (CDP)	• Search engine for CentralSquare Suite CAD and RMS Data • Up to 10 concurrent users supported	• State-wide data sharing

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1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 *CAD – Priority SMS Paging Subscription Core Integration*

This is a one-way interface from CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from CAD. The connection to the Priority SMS interface is set up by CentralSquare.

Customer will perform all entry and configuration of phone numbers for SMS users.

1.1.2 *CAD – Basic Paging Interface (SMTP/Email) (Export)*

This is a one-way interface from CentralSquare CAD. Pages are sent via email and/or SMS from CentralSquare CAD. CentralSquare enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.3 *CAD – E911 (ANI/ALI) Interface (Import)*

This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

(a) 911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD.

(b) 911 spill data can be pushed to CentralSquare CAD at a decided upon frequency.

(c) ALI data meets NENA standards

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1.1.4 *CAD – ProQA Platinum Certified Interface (Import and Export)*

This is a two-way interface between CS CAD Pro and ProQA. From a call for service (CFS) in CAD, the ProQA application is launched manually or automatically from configured incident codes. CAD sends CFS data to ProQA. CAD users select the appropriate ProQA discipline (Law, Fire, or Medical), and follow the scripted call dialog within ProQA. When triggered by ProQA, CAD imports the call details, including the Responder Summary, to the CFS and updates the incident code if necessary.

1.1.5 *CAD – Rip and Run Interface (Fax/Email)*

This is a one-way interface from CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server.

Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations.

1.1.6 *CAD – Zetron Tone Paging Interface (Export)*

This is a one-way interface from CS CAD Pro to the Zetron 4000 paging console. Paging presets, known as Instant Call Pages, configured by the agency within the Zetron 4000 can be requested from CAD to terminal-specific Zetron consoles. These CAD paging requests will reference specific pre-programmed Instant Call Pages configured within Zetron through an RS-232 serial connection.

1.1.7 *CAD – RapidSOS Integration*

This integration with RapidSOS is dependent on creating a CFS from an ALI spill and on RapidSOS processing and returning caller location information.

This is a one-way interface from RapidSOS to CS CAD Pro. Upon request from the user, CAD calls the RapidSOS API's Location Request function to retrieve the 911 caller's mobile location (latitude and longitude) and reverse-geocoded address. CAD provides options to set the location as the Call for Service (CFS) address, as well as plot within CS Mapping Pro.

CAD integration with RapidSOS is dependent on RapidSOS processing and returning caller location information.

1.1.8 *Mapping – TAIP AVL Interface (Import)*

This is a one-way interface from a UDP TAIP AVL system to CS CAD Pro and Mapping Pro. CAD will receive and update Mapping with AVL information (latitude and longitude geolocations) for configured CAD units. Unit location and coordinates will be updated within Mapping from a data feed provided by the AVL system that CAD will consume at a configurable interval of time. On-duty CAD unit icons are shown within Mapping at their current location provided by the AVL system.

This is sold as a standard interface. There will be no software modifications or changes to this standard interface.

1.1.9 *Jail – LiveScan/AFIS Interface (Export) – Morpho (MO)*

This is a two-way interface between CS Pro Jail and the AFIS Livescan system provided by MorphoTrak. When an inmate is booked into Jail, a NIST file containing inmate mugshot, booking and charge information is sent to the AFIS LiveScan system. MorphoTrak imports the data file, pre-populating the booking record for submission to AFIS. MorphoTrak then exports a tracking number to Jail.

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1.1.10 *Jail – NDEx Adapter (IB IEPD)*

This is an adapter that produces XML that is conformant to the N-DEx Incarceration/Booking (IB) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.11 *Jail – VINE Interface (Export)*

This is a one-way interface from CS Jail Pro to Appriss. CentralSquare will create a read-only database connection for Appriss to access specific data views. Upon the completion of an inmate booking and when an inmate is released, inmate data will be made available through these views for consumption by Appriss. Appriss is responsible for querying these views for booking and release data, as well as daily active inmate population reports. CentralSquare will provide Appriss with database user information.

1.1.12 *Records – MO Crime Reporting (MIBRS) Interface*

This is a one-way interface from CentralSquare Records to MO NIBRS. Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

1.1.13 *Records – NDEx Adapter (IA IEPD)*

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.14 *Pro Suite – MULES/NCIC Interface (Basic Queries)*

This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. The following basic queries will be generated by Pro Suite and passed to the NCIC server: Driver's License, Vehicle Registration, Boat, Article, and Gun. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data mining results will only be returned for the state in which Customer is located.

1.1.15 *Pro Suite – MULES/NCIC Interface (Criminal History)*

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Criminal History Queries are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server.

1.1.16 *Pro Suite – MULES/NCIC Interface (Warrants)*

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Warrant Queries are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

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Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server.

1.1.17 *Pro Suite – Additional Agency MULES/NCIC Interface*

This interface allows for additional agencies on the same system, other than Customer, to access and use the NCIC functionality described in Basic Queries, Criminal History, and Warrants.

1.1.18 *Pro Suite – Time Synchronization Interface*

This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

Non- Standard Interfaces

The following interfaces are sold as requiring CentralSquare Development. Immediately after contract signature, the customer shall contact the third-party vendor requesting vendor development information, such as documentation, APIs, sample files, etc. on the Non-Standard Interfaces. It is critical to gather this information within weeks after contract signing. Once the third-party vendor development information has been provided to CentralSquare, CentralSquare will work with the Customer and Vendor on scope requirements prior to development:

1.1.19 *CAD – FirstDue Interface (Export)*

This is a one-way interface from CS CAD Pro to FirstDue RMS. CAD exports call for service (CFS) data, based off of CAD commands, in an XML file sent via a RESTful web service. The data in this file is then imported into FirstDue RMS via a process completely external to CS Pro Suite.

1.1.20 *Records – MO STARS Interface (Export)*

This is a one-way interface from REJIS' LETS (Law Enforcement Traffic System) to CS Records Pro. REJIS will send accident records as XML files, along with JPG images of the crash diagrams, to an FTP location provided by REJIS or Customer. Records users then review and approve the accident records to add them to the accident report log in CS Records Pro. CentralSquare is responsible for importing the files from the FTP location and the removal of those files from the FTP location once they have been approved into Records. The CS Records Pro import service will run every 15 minutes, looking for files pushed from REJIS to the FTP, and import them into CS Records Pro.

1.1.21 *Records – ShowMe Courts eCites Interface (Export)*

This is a one-way interface from CS Records Pro to the Office of State Courts Administrator (OSCA). Users create eCitations within CS eCitations Pro. Users then review and validate the eCitation information and import it into Records. Upon import, Records validates the information on the eCitations report against state-defined requirements. Records then allows users to export eCitations as XML files to the OSCA web service. The web service will import these files and automatically create or update the appropriate eCitation record within that system. If any errors are returned from exporting the eCitation, Records displays the error(s) to the user for correction and re-submission of the data.

CentralSquare is responsible for exporting the eCitations data to the web service and the OSCA is responsible for hosting the web service.

1.2 Data Conversion

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will

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be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

CentralSquare will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to CentralSquare software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

(a) MS SQL .bak files with database version and credential information from MSSQL Server 2008R2 or newer

(b) MySQL .dump or .sql files with database version and credential information

(c) PostgreSQL .sql files with database version and credential information

(d) MS Access 2003 or newer .mdb files

(e) CSV files with column headers and relationship mapping documentation

(f) Oracle 10g or newer backup files

1.2.1 *OMNIGO Citations*

Data will be converted into the CentralSquare Citations module from the OMNIGO Citations database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.2 *ONESolution Admin*

Data will be converted into the CentralSquare Admin module from the ONESolution Admin database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.3 *ONESolution CAD*

Data will be converted into the CentralSquare CAD module from the ONESolution CAD database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.4 *ONESolution Jail*

Data will be converted into the CentralSquare Jail module from the ONESolution JMS database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.5 *ONESolution Personnel*

Data will be converted into the CentralSquare Personnel module from the ONESolution Personnel database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

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1.2.6 *ONESolution Records*

Data will be converted into the CentralSquare Records module from the ONESolution RMS database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

1.2.7 *One-Time GIS Data Set Up*

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this contract.

1.2.8 *Mapping – GIS Data Migration and Scrubbing (up to 12 migrations per year)*

CentralSquare will provide an initial clean-up of Customer's GIS data for purposes of ensuring that the data will function correctly with CentralSquare software. In addition, CentralSquare will accept monthly GIS data updates from Customer. CentralSquare will then apply those updates to the CentralSquare software.

2.0 Customer Hardware, Network and Power Requirements

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Three (3) rack-mount servers will be purchased by Customer as part of this agreement.
2. Three (3) CentralSquare Suite servers will be configured as follows:
    (a) One (1) Production server with Lantronix remote access device
    (b) One (1) Warm Standby server with Lantronix remote access device
    (c) One (1) Testing/Training server
3. The server hardware costs are divided between agencies as stated in *Exhibit B: Pricing Detail*.
4. The servers will be installed at City of Joplin, Missouri, MO, and a standby location.

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5. In addition to the standard CentralSquare Suite operating environment, the Production and Standby servers will have the capability of running the following on a virtual machine:
    (a) One (1) virtual NCIC server (message switch)
    (b) One (1) virtual GIS server
    (c) One (1) virtual CrimeView server
6. Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare Suite Production rack-mounted server (3.5”), one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5”), and one (1) Lantronix remote access device (3.0”).
7. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) CentralSquare Suite Standby rack-mounted server (3.5”) and one (1) Lantronix remote access device (3.0”).

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the CentralSquare Suite Production rack-mounted server, three (3) for the CentralSquare Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.4 Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) CentralSquare Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.
2. Static IP addresses that include five (5) for the CentralSquare Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.

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3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.5 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Standby rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Standby rack-mounted server and one (1) Lantronix remote access device.

3.0 Services

3.1 Project Management

3.1.1 *Customer Project Manager*

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
    (a) Module Subject Matter Experts (SMEs)
    (b) Hardware Project Manager
    (c) CentralSquare Build Team Members
    (d) Data Conversion Review Team Members
    (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager

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5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

3.1.2 *CentralSquare Project Manager and Project Team*

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon as part of the CMD Approval process to ensure a successful Go Live.

3.2.1 *Kickoff Meeting*

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 *Business Practice Review*

During this meeting, the CentralSquare project team works with Customer's build team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the CentralSquare project team documents in the CMD how the software currently meets those needs or how CentralSquare plans to develop additional functionality to fulfill them.

3.2.3 *CMD Approval*

After the CMD is composed, the CentralSquare project team reviews it with Customer's project manager and build team and to ensure that all aspects of the initial proposal have been satisfied.

3.2.4 *Configuration, Conversion, and Interfaces*

After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration, data conversions, and interfaces.

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3.2.4.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Business Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

3.2.4.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Implementation Analyst. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to CentralSquare software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

See *Exhibit A: Statement of Work: 1.2 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.4.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

CentralSquare software interface specifications must be clearly defined in the CMD and thoroughly tested by Customer before Go Live.

3.2.5 *Final System Review*

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.6 *Train-the-Trainer and/or End User Training*

CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.7 *Go Live*

CentralSquare provides remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

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3.2.8 *Software Acceptance*

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.2.9 *Hardware Acceptance*

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.3 Training and Go Live Support

3.3.1 *Training*

CentralSquare staff will provide for remote training.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

3.3.1.3 Refresher Training

CentralSquare will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using CentralSquare Suite.

3.3.2 *Training Resources*

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Trainer Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3)

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monitors are suggested)

2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent CentralSquare Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 *Go Live Support*

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be remote for Go Live.

Summary of Services – Field Training Online (FTO)

Project: City of Joplin, Missouri, MO – Field Training Online (Stand-Alone) Module

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

Project Scheduling

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

Change Requests

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

Services Scope of Project

The project includes the following scope of services.

Field Training Online (FTO) is a standalone application and is not integrated with CentralSquare Pro.

FTO provides public safety agencies with a simple and secure method for streamlining new-hire training programs. FTO is a flexible, secure web-based application that allows agencies to break free from time-consuming, paper-based evaluation and reporting methods.

A CentralSquare Technical Consultant will work with the client to install the FTO module. A CentralSquare trainer will work with the client to provide System Administration (SA) Configuration Training (4-hour session), as well as End User Training (4 hour session).

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your

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needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion

Professional Services

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

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Exhibit B: Pricing Detail

WHAT SOFTWARE IS INCLUDED?

SERVER SOFTWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
PS Pro Esri Analyst License Annual Subscription Fee	1	1,788.13	1,788.13
PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Production Server Annual Subscription Fee	1	10,331.25	10,331.25
PS Pro Training/Testing Server Annual Subscription Fee	1	7,875.67	7,875.67
PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
PS Pro Warm Standby Server Annual Subscription Fee	1	9,395.97	9,395.97
		Software Total	31,179.02 USD

ADMIN

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,936.40	- 639.01	1,297.39
Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	61.80	- 20.39	41.41
Administration PS Pro Core Annual Subscription Fee	1	1,178.00	- 388.74	789.26
			Software Subtotal	3,176.20 USD
			Discount	- 1,048.14 USD
			Software Total	2,128.06 USD

CAD

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	3,000.00	- 990.00	2,010.00
CAD CLQ Location and Image Retrieval Subscription Core Annual Subscription Fee	1	3,000.00	- 990.00	2,010.00

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CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	3,000.00	- 990.00	2,010.00
CAD Priority SMS Paging Subscription Core Annual Subscription Fee	1	2,000.00	- 660.00	1,340.00
CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	3,313.14	- 1,093.34	2,219.80
CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	5	0.00	- 0.00	0.00
CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	9,939.36	- 3,279.99	6,659.37
CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	5	0.00	- 0.00	0.00
CAD PS Pro Core Annual Subscription Fee	1	4,418.63	- 1,458.15	2,960.48
CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro FirstDue Interface (Export) Annual Subscription Fee	1	2,651.18	- 874.89	1,776.29
CAD PS Pro ProQA PlatinumCertified Interface (Import and Export) Annual Subscription Fee	1	4,564.75	- 1,506.37	3,058.38
CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
CAD PS Pro Zetron Tone Paging Interface (Export) Annual Subscription Fee	1	2,945.00	- 971.85	1,973.15
CAD RapidSOS Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	1,800.00	- 594.00	1,206.00
CAD RapidSOS Integration Subscription Core Annual Subscription Fee	1	750.00	- 247.50	502.50

Software Subtotal	41,382.06 USD
Discount	- 13,656.09 USD
Software Total	27,725.97 USD

MAPPING

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,534.00	- 1,166.22	2,367.78

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Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	103.08	- 170.10	345.30
Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,767.00	- 583.11	1,183.89
Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	4,702.38	- 1,551.79	3,150.59
Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	235.12	- 0.00	1,175.60
Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	- 1,034.52	2,100.38
Mapping PS Pro TAIP AVL Interface (Import) Annual Subscription Fee	1	3,681.25	- 1,214.81	2,466.44
			Software Subtotal	18,510.53 USD
			Discount	- 5,720.55 USD
			Software Total	12,789.98 USD

JMS/FINANCIAL

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Financial PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00
Financial PS Pro Core Annual Subscription Fee	1	0.00	- 0.00	0.00
Jail PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,276.20	- 421.15	855.05
Jail PS Pro Core (Agency Site License) Annual Subscription Fee	1	3,827.70	- 1,263.14	2,564.56
Jail PS Pro Core Annual Subscription Fee	1	6,480.65	- 2,138.61	4,342.04
Jail PS Pro LiveScan/AFIS Interface (Export) Annual Subscription Fee	1	2,235.80	- 737.81	1,497.99
Jail PS Pro NDEx Adapter (IB IEPD) Annual Subscription Fee	1	0.00	- 0.00	0.00
Jail PS Pro VINE Interface (Export) Annual Subscription Fee	1	1,765.96	- 582.77	1,183.19
			Software Subtotal	15,586.31 USD
			Discount	- 5,143.48 USD
			Software Total	10,442.83 USD

MOBILE & FIELD OPS

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Easy Street Draw Annual Subscription	85	56.94	- 0.00	4,839.90

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Easy Street Draw Annual Subscription	5	56.94	- 0.00	284.70
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	20	120.00	- 0.00	2,400.00
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	5	120.00	- 0.00	600.00
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	17	120.00	- 0.00	2,040.00
Mobile PS Pro Accident Reporting Annual Subscription Fee	85	73.63	- 2,065.50	4,193.05
Mobile PS Pro Accident Reporting Annual Subscription Fee	5	73.63	- 121.50	246.65
Mobile PS Pro CAD Annual Subscription Fee	85	132.53	- 3,717.05	7,548.00
Mobile PS Pro CAD Annual Subscription Fee	5	132.53	- 218.65	444.00
Mobile PS Pro CAD Annual Subscription Fee	17	132.53	- 743.41	1,509.60
Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	- 485.92	986.58
Mobile PS Pro eCitations Annual Subscription Fee	85	103.08	- 2,891.70	5,870.10
Mobile PS Pro eCitations Annual Subscription Fee	5	103.08	- 170.10	345.30
Mobile PS Pro Mapping Annual Subscription Fee	85	214.03	- 0.00	18,192.55
Mobile PS Pro Mapping Annual Subscription Fee	5	214.03	- 0.00	1,070.15
Mobile PS Pro Mapping Annual Subscription Fee	17	214.03	- 0.00	3,638.51
Mobile PS Pro NCIC Annual Subscription Fee	85	0.00	- 0.00	0.00
Mobile PS Pro NCIC Annual Subscription Fee	5	0.00	- 0.00	0.00
Mobile PS Pro Records Annual Subscription Fee	85	279.78	- 7,848.05	15,933.25
Mobile PS Pro Records Annual Subscription Fee	5	279.78	- 461.65	937.25
			Software Subtotal	89,803.12 USD
			Discount	- 18,723.53 USD
			Software Total	71,079.59 USD

PERSONNEL

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	783.89	- 258.68	525.21
Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	623.73	- 205.83	417.90
Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00

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Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00
Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	- 0.00	0.00
Personnel PS Pro Core Annual Subscription Fee	1	0.00	- 0.00	0.00
			Software Subtotal	1,407.62 USD
			Discount	- 464.51 USD
			Software Total	943.11 USD

RMS

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Field Training Online (Stand-Alone)– Annual Subscription Fee	1	7,500.00	- 2,475.00	5,025.00
Records PS Pro Accident Reporting Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro Accident Reporting State-Specific Form Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	5,006.50	- 1,652.14	3,354.36
Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	176.70	- 58.31	118.39
Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	15,019.50	- 4,956.43	10,063.07
Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	530.10	- 174.93	355.17
Records PS Pro Core Annual Subscription Fee	1	2,209.00	- 728.97	1,480.03
Records PS Pro eCitations Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	1,473.00	- 486.09	986.91
Records PS Pro MO Crime Reporting (MIBRS) Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
Records PS Pro MO STARS Interface (Export) Annual Subscription Fee	1	2,651.00	- 874.83	1,776.17
Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00	- 0.00	0.00
Records PS Pro ShowMe Courts eCites Interface (Export) Annual Subscription Fee	1	2,651.00	- 874.83	1,776.17
			Software Subtotal	41,635.80 USD

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Discount	- 13,739.80 USD
Software Total	27,896.00 USD

SUITE

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Community Data Platform Annual Subscription Fee	1	0.00	- 0.00	0.00
Community Data Platform Annual Subscription Fee	1	0.00	- 0.00	0.00
Portal PS Pro Attorney Case View Annual Subscription Fee	1	1,606.74	- 530.22	1,076.52
Portal PS Pro Community Involvement Pack Annual Subscription Fee	1	1,606.74	- 530.22	1,076.52
Portal PS Pro Remote CFS View Pack Annual Subscription Fee	1	1,606.74	- 530.22	1,076.52
PS Pro Additional Agency MULES/NCIC Interface Annual Subscription Fee	1	232.76	- 0.00	232.76
PS Pro MULES/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18	- 0.00	4,267.18
PS Pro MULES/NCIC Interface (Criminal History) Annual Subscription Fee	1	387.93	- 0.00	387.93
PS Pro MULES/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40	- 0.00	3,103.40
PS Pro Reporting Core Annual Subscription Fee	1	0.00	- 0.00	0.00
PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00	- 0.00	0.00
PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00	- 0.00	0.00
Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00	- 0.00	5,000.00

Software Subtotal	17,811.49 USD
Discount	- 1,590.66 USD
Software Total	16,220.83 USD

DEMS

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
CentralSquare DEMS Annual Subscription Fee	1	16,650.00	16,650.00

Software Total	16,650.00 USD

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SOFTWARE SUMMARY

Software Subtotal	277,142.15 USD
Software Discount	- 60,086.76 USD
Software Total	**217,055.39 USD**

WHAT SERVICES ARE INCLUDED?

SERVICES

DESCRIPTION	TOTAL
Data Conversion - OMNIGO - Citations	21,840.00
Data Conversion - ONESolution - Admin	5,850.00
Data Conversion - ONESolution - CAD	7,800.00
Data Conversion - ONESolution - JMS	21,450.00
Data Conversion - ONESolution - Personnel	7,800.00
Data Conversion - ONESolution - RMS	17,550.00
Public Safety Consulting Services - CDP	1,950.00
Public Safety Consulting Services - Fixed Fee	58,890.00
Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
Public Safety Project Management Services - Fixed Fee	51,870.00
Public Safety Technical Services - Fixed Fee	7,800.00
Public Safety Training Services - Fixed Fee	36,075.00
Services Subtotal	246,675.00 USD
Discount	- 25,300.00 USD
Services Total	221,375.00 USD

SERVICES SUMMARY

Services Subtotal	246,675.00 USD
Services Discount	- 25,300.00 USD
Services Total	**221,375.00 USD**

QUOTE SUMMARY

Software Subtotal	277,142.15 USD
Services Subtotal	246,675.00 USD
Quote Subtotal	523,817.15 USD
Discount	- 85,386.76 USD

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Quote Total	**438,430.39 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	217,055.39

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Exhibit C: Payment Schedule

The total amount of this contract is **$438,430.39**.

Customer must pay all applicable support fees for its existing ONESolution system up to the date of Go Live for the CentralSquare software in order to receive the upgrade discount.

The amounts due under this contract are as follows:

Upon contract execution	50% of services
Completion of BPR	30% of services
Go Live	20% of services
Annual Subscription (due upon Go Live)	100%

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of completion of the corresponding milestone as evidenced above; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge in accordance with Section 3.5 of this Agreement. After the fourth anniversary of Go Live, the annual subscription fee shall increase by an amount not to exceed 5%.

If, during a Term or Renewal Term (as defined in Section 6.0 of the Agreement), Customer elects to adjust its licensed CAD positions, including an increase or decrease in quantities, such change shall be processed as a Change Order or other similar amendment to the Agreement, and upon written approval by both parties, will result in a corresponding increase or decrease in the annual subscription fee(s) due under the Payment Terms of the Agreement.

The remittance address for payments only is:
CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

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Exhibit D: Support Addendum

1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

2.0 Software Updates

While this Agreement remains in full force and effect, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

CentralSquare will install software updates remotely. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Software updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products provided under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different platforms (premise, hosted, cloud), different windowing system platforms, or different operating system platforms
2. New functions such as new modules, interfaces, components, products, or applications.

3.0 Hardware Updates

Server Hardware updates consist of different types of hardware changes ranging from hardware replacement (such as replacing a hard disk), to hardware additions and hardware updates. Server Hardware updates require physical access to the servers. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Hardware updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

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4.0 Support

4.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this Agreement and shall maintain a support center database to track any reported issues. Customer is required to accept and maintain updates to a supported version of the application(s) in order to maintain access to support services. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

4.2 Remote Support

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

VPN usage to connect to customer environments is prohibited. If previously contractually mandated, all costs associated with CentralSquare's use of any technological device to mitigate against the risk of such connection shall be the responsibility of Customer. This includes but is not limited to jumpboxes, virtual machines, etc. Any access to Customer's system and/or data shall be through the use of CentralSquare's unique user SSO credentials, and all such access must be capable of being logged in accordance with FBI CJIS Security Policy.

4.3 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of the software install.

CentralSquare will provide one (1) GIS update per month as part of this contract.

4.4 Server Hardware Maintenance

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any hardware except the CentralSquare Technologies' supplied Server Hardware. "Server Hardware Maintenance" is defined as ensuring the operating system and/or applications as installed are current and up to date.

A standby server is available for purchase by customer. This server replicates the production environment and is available to the customer for use in the event of a hardware and/or software failure of the production server. The training server is similar to the production server but it is not a mirror image of same. The training server cannot be utilized as a production server or other means to support the agency with respect to the Pro application and/or interfaces thereto in the event of a hardware failure of the production server.

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In the event of a hardware and/or software failure, if the customer does not purchase a standby server, the customer acknowledges that the customer will be down for an extended period of time which could include, but not be limited to, an extended period of time while replacement hardware and/or software is attained and/or configured for use.

4.5 Customer Responsibilities

4.5.1 *Access to Premises*

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

4.5.2 *CentralSquare Server Access*

Customer will ensure that all CentralSquare Server Hardware are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by the CentralSquare Technologies DevOps team. This connection is only utilized by CentralSquare Technologies' CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

4.5.3 *Network Configuration Notification Requirements*

Customer shall notify CentralSquare regarding all updates to Customer's network configuration, firewall changes, and IP address updates with a minimum twenty-four (24) hour notice prior to implementation of such changes.

4.5.4 *System Administrator*

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

4.5.5 *Security*

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

4.5.6 *System Updates*

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.

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CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746
www.centralsquare.com

SOFTWARE SUBSCRIPTION AGREEMENT

FOR

CITY OF JOPLIN, MISSOURI

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This Software Subscription Agreement (the “Agreement”) effective as of the last date shown on the signature block below (the "Effective Date"), is entered into between CentralSquare Technologies, LLC, ("CentralSquare") with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and City of Joplin, Missouri (“Customer”), located at 602 South Main Street. Customer and CentralSquare may also be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, The Customer wishes to purchase and CentralSquare desires to license to Customer the software described in Exhibit A.

Now, therefore, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Customer and CentralSquare agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Pricing Detail
2. Exhibit B: Payment Schedule
3. Exhibit C: Software Technical Support
4. Exhibit D: Statement of Work

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

1.1 Entire Agreement

This Agreement, and any Exhibits specifically incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

2.0 Definitions

(a) **Anniversary Date:** means the annually reoccurring date of this Agreement's Effective Date.

(b) **Documentation**: All written, electronic, or recorded end user and system administrator

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documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

(c) **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(d) **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(e) **Hardware**: All hardware, equipment, and other tangible non-Software items supplied to Customer by CentralSquare under this Agreement. For the sake of clarity, Server Hardware shall mean Hardware listed as "Server Hardware" in *Exhibit A: Pricing Detail*.

(f) **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(g) **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit A: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.

(h) **Services**: All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.

(i) **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.

(j) **Subscription Fee:** The total subscription fee of the items as specified in *Exhibit A: Pricing Detail*, including, as applicable, equipment, software licenses, and services, acquired under this Agreement, and if included as a line item in *Exhibit A*, any applicable sales, use, value added, or other such governmental charges.

(k) **System**: The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.

(l) **Third-Party Software**: Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

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3.0 Subscription

3.1 Grant of Access

In consideration of Customer's payment of the subscription fees set forth in *Exhibit A: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a, non-transferable and non-exclusive access to use certain CentralSquare software (the "Software") identified in *Exhibit A: Pricing Detail* only for Customer's own business purposes in object code format so long as Annual Subscription Fees are paid and current.

3.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source code from the object code supplied hereunder or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

3.3 Restrictions on Usage

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

3.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third-party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement). Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent

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jurisdiction in such Action, then CentralSquare will return to Customer the fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third-party, CentralSquare will, subject to Section 9.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 3.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by third-party Software, including operating system software, or hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 3.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights and will survive the termination of this Agreement.

4.0 Term and Termination

4.1 Initial Term

The initial term of this Agreement shall be for one (1) year. The Initial Term includes Installation and related Services described in *Exhibit D: Statement of Work*.

4.2 Renewal

At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless Customer notifies CentralSquare in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term".). This Agreement will renew pursuant to Section 5.3 at an Annual Subscription Fee increase of 5%.

4.3 Termination

4.3.1 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or

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composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the use or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the right to use CentralSquare Software.

4.3.2 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

4.3.3 Termination without Cause

Either party may terminate this Agreement, without cause, upon no less than one hundred eighty (180) days written notice to the other party. Provided that notice of termination has not been provided, on or before the expiration of the then current term, and at each annual anniversary thereof, CentralSquare shall provide to Customer a Renewal Notice for signature. CentralSquare reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Customer.

5.0 Delivery, Subscription and Support Fees, Payments, Taxes, and Third-Party Costs

5.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit D: Statement of Work*, in the quantities set forth in *Exhibit A: Pricing Detail.* Except as stated in *Exhibit C: Support Addendum*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

5.2 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Pricing Detail* and *Exhibit D: Statement of Work*.

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5.3 Subscription and Support Fee(s)

Annual Subscription Fees to be paid by Customer for the initial term of this Agreement are established based on the software subscription(s) purchased. The Annual Subscription Fee for the first renewal term shall be the amount specified in *Exhibit A: Pricing Detail* hereto, subject to the adjustments as described below.

Unless otherwise terminated as provided herein, CentralSquare shall notify Customer, prior to the end of the current term, of the Annual Subscription Fees for any renewal term. Unless otherwise agreed in writing, Annual Subscription Fees shall be due on or before the commencement of each term and are due for all Software applications and modules. Annual Subscription Fees for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional subscriptions purchased by Customer during any Term will result in additional Annual Subscription Fees which shall be prorated to be coterminous with Customer's then current Term.

Subscription Fees do not include travel, food or lodging expenses incurred by CentralSquare for services provided at Customer's site or other locations remote from CentralSquare's principal place of business. Such reasonable expenses shall be paid by Customer on receipt of CentralSquare's invoice for such reasonable expenses. Travel costs submitted for reimbursement will be actual costs.

5.4 Payments

If Customer ceases to keep in force the Agreement, any resumption shall be subject to payment by Customer of all past unpaid fees for previous years in addition to the fee for the current year. Payment of applicable fees for any additional services required to bring Customer's system current, which fees shall be charged at CentralSquare's then current rates for such services, shall also be the responsibility of the Customer. Customer acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by CentralSquare to further development, enhancement and support of the CentralSquare Software must be spread over CentralSquare's Customer base and fairly shared by all CentralSquare Software users.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from thirty (30) days after their due date until paid. Failure to pay annual fees when due may result in a notice of termination in accordance with Section 4.3.

Remittance Address for Payments Only:
CentralSquare Technologies, LLC
12709 Collection Center Drive
Chicago, IL 60693

Payments may be made by check; wire transfer; or Automated Clearing House ("ACH").

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CentralSquare will provide banking information if Customer requests to pay by wire transfer or ACH.

5.5 Taxes

Except for taxes for which Customer provides CentralSquare with written certification of its tax-exempt status, if CentralSquare is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Customer's use thereof, then such taxes shall be invoiced to and paid by Customer on receipt of such invoice.

5.6 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit D: Statement of Work*.

Other components (hardware and/or software, collectively "third-party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any third-party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

6.0 Rights and Obligations

6.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

6.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the

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Software access granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

6.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

6.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

6.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the

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Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Support Addendum.

6.4 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third-party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

7.0 Warranties

7.1 Software Warranties

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement.

7.2 Wireless Service Limitations

Problems in the CentralSquare software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

7.3 Hardware and Third-Party Software Warranties

CentralSquare warrants that, at the time of delivery, the Hardware will be new and unused. In addition, CentralSquare warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. CentralSquare will be solely responsible for processing and managing

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of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement. **CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.0 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

9.0 Indemnification and Limitation of Liability

CENTRALSQUARE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER FROM ANY AND ALL CLAIMS, LAWSUITS 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 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 OR ACTIONS 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, LAWSUIT 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.

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NOTWITHSTANDING THE FOREGOING, THE AGGREGATE LIABILITY OF CENTRALSQUARE FOR ANY REASON AND UPON ANY CAUSE OF ACTION OF CLAIM, INCLUDING, WITHOUT LIMITATION, CENTRALSQUARE'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS UNDER THIS AGREEMENT, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED (I) THE CONTRACT PRICE; OR (II) IN THE CASE OF BODILY INJURY, PERSONAL INJURY, OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER, THE COVERAGE LIMITS OF SUCH INSURANCE.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 Miscellaneous

10.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

10.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Missouri, without giving effect to the principles of conflict of law of such state or international treaties.

10.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of the Circuit Court of Jasper County, Missouri with respect to any action between the Parties relating to this Agreement.

10.4 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

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entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

10.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

10.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

10.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

10.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

10.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

10.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

10.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third-party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

10.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure

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obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare. Notwithstanding the foregoing, should any applicable Missouri State or federal laws for which the statutes of limitations for such action(s) extend beyond two (2) years, such Missouri State or federal law shall control.

10.13 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

10.14 Cooperative Procurement

The parties agree that CentralSquare may utilize this Agreement to provide products and/or services to any municipality, county, state, non-profit hospital, educational institute, special governmental agency, non-profit corporation performing governmental functions or any other entity allowed to utilize cooperative procurement under law. The parties agree that the Customer, its elected officials, agents and employees or the employees of any elected official shall in no way be responsible for or held liable for any agreement, service, product or expenses arising out of any agreement CentralSquare may enter into with other entities.

10.14 Non-Appropriation

In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, Customer shall notify CentralSquare of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to Customer of any kind whatsoever. Should Customer terminate the Agreement for such non-appropriation, CentralSquare shall be paid for all undisputed fees and expenses earned up to the date of such termination.

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EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF JOPLIN, MISSOURI	**CENTRALSQUARE TECHNOLOGIES, LLC**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title

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EXHIBIT A: Pricing Details

The Pricing and Payment Details for this DEMS Subscription Agreement are included in the main Subscription Fee for City of Joplin, Missouri as set forth under the Pro Software License and Subscription Agreement.

EXHIBIT B : Payment Terms

The payment terms due under this Agreement are as follows:

The Pricing and Payment Details for this DEMS Subscription Agreement are included in the main Subscription Fee pricing for City of Joplin, Missouri as set forth under the Pro Software License and Subscription Agreement.

*The Annual Subscription Fees will be due at Go Live of the Pro Software License and Subscription Agreement. Thereafter, the Annual Subscription Fees shall increase by an amount not to exceed 5% from the prior year and be due on the Anniversary Date.

Exhibit C: SOFTWARE TECHNICAL SUPPORT

This Software Technical Support describes the terms and conditions relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. **Product Updates and Releases.**

1.1. 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.

1.2. Releases. Customer shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem 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. **Telephone Support & Support Portal.**

2.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 7:30 A.M. to 8:30 P.M. (Eastern Time) toll-free phone number (877-229-2205), excluding holidays. CentralSquare shall provide to Customer, during the Support Hours, 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. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access to the Specified Configuration.

2.2. Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal CentralSquare Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Customer shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. **Website Support.** Online support is available 24 hours per day, 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 with respect to any third-party hardware or software product ("Nonqualified Product"). If Customer

requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to Customer along with a quoted price for the support services; Customer must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. 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.

5.2 Maintain the designated 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 Maintain the designated computer 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 policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Customer;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information; and

5.8 Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. **Security.**

6.1 CentralSquare maintains a Security program for security managing access to Customer data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job

assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

7. Cloud Security Program.

7.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.

7.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.

7.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

8. Service Level Commitments.

8.1. Target**.** In each Service Period, the target for availability of the Server is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the access to the Server, excluding a maintenance window on Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

8.2. Measurement. Service availability is measured as the total time that the Server is available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the Servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for purposes of calculating Service Availability. Additionally, Customer monitoring tools' use must be:

8.2.1.1. mutually agreed upon by CentralSquare and the Customer.

8.2.1.2. paid, installed and maintained by the Customer.

8.2.1.3. non-invasive and may not reside on CentralSquare's systems.

8.3. Calculation. Service Availability for a given month shall be calculated using the following calculation:

8.3.1. 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.

8.3.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

8.3.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

8.4. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

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 9.0%	10%
Less than 95%	20%

8.5. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. CentralSquare's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Software fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

9. Server Performance & Capacity.

9.1. CentralSquare shall provide sufficient Server capacity for the duration of this hosting Amendment to meet the reasonable performance requirements for the number of concurrent system users provided for in this Amendment. If the Customer requests, at some later date, to add additional Software, increase user licenses, 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.

9.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

10. System Maintenance.

10.1. Software maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be announced at least 24 hours in advance. The upgrades are installed at mutually agreed times. CentralSquare recommends reserving a weekly or monthly maintenance window between 0000-0500 (i.e. Midnight to 5:00AM) for patching and other maintenance activity. CentralSquare may only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.

10.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

10.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability

without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

11. **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 Technical Support Schedule A. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

This matrix defines the support issues, response times and resolutions for the Customer's application.

Priority	Issue Definition	Response Time
Priority 1 – Urgent	Normal Customer Service Hours Support for live operations on the production system: A system down or not functioning event, and no procedural workaround exists. This is defined as the following: • CentralSquare server software inoperative • Loss of ability for all users to log on to system • Loss of transactional data & transactional data corruption This means one or more critical server components are nonfunctional disabling the software or the field reporting capabilities of workstations.	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 1 case within one (1) hour after opening. . ***After Normal Customer Service Hours: Thirty (30) minute call back after Customer telephone contact to 877-229-2205.*** Priority 1 issues must be called in via 877-229-2205 in order to receive this level of response.

Priority 2 – Critical	Normal Customer Service Hours Support for live operations on the production system: A serious Software Error that disrupts operations but there is capacity to remain productive and maintain necessary business level operations. Such errors will be consistent and reproducible. • Loss of ability for users to enter Case (Incident, Arrest and Custody) records into the system • Unable to book or release inmates A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 2 case within four (4) hours after opening. ***After Normal Customer Service Hours: One (1) hour minute call back after Customer telephone contact to 877-229-2205.*** Non-Urgent Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us
Priority 3 – Non-Critical	Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, and involves partial loss of noncritical functionality. Such errors will be consistent and reproducible. • Loss of Non-Urgent Data (with "Non-Urgent" being defined as not causing an error classified as a Priority 1 or 2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be answered and managed by the first available representative. CentralSquare initially responds to a Priority 3 case within Two (2) business days after opening. Non-Critical Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us Non-Critical Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Minor	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. The inconvenience is slight and can be tolerated.	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be answered and managed by the first available representative. CentralSquare initially responds the next business day after the pint of opening a Priority 4 case during CentralSquare's normal local business hours or within Three (3) business days after a Priority 4 case is opened outside of CentralSquare's normal local business hours. Minor Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us Minor Priority issues are not managed after Normal Customer Service Hours.

12. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:

12.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.

12.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

12.3. material changes made to the usage of the Software 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 Software.

12.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

13. **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 (including after hours) to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 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 to provide the Customer with a solution that allows the Customer to resume normal operations on the production system which may include a fix on the system prior to the next panned commercial release of the applicable CentralSquare product software.
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 reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. 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 guaranteed resolution time.

14. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

14.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 10 for regular System Maintenance.

14.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

15. **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.

16. **Development Work.** The Support Standards do 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.

Exhibit D: Statement of Work

CentralSquare will provide Software and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

DEMS (powered by Genetec™ Clearance)	• Evidence Acquisition • Camera Registry	• Evidence Distribution • Redaction and Editing • Clearance Mobile App

1.1 Training and Go Live

1.1.1 *Training*

End-user and administrator training will be provided remotely using remote screen sharing and training videos. Training will be provided to ensure that users are able to effectively use the digital evidence management system. Documentation and instructional materials will be provided to overview all aspects of the platform. Initial online training will be formatted as instructor-led sessions, combining presentation (PowerPoint presentation), live demonstration (training demo system), and hands-on exercises for all participants. The technical training environment can include a separate training system, a live production system, or combination of both (as preferred).

1.1.2 *Implementation Scheduling*

The system implementation will occur with two primary tasks:

1.1.2.1 DEMS Implementation

Your agency will be provided a new implementation for your users. The system is usable immediately with or without the CAD/RMS Integration. This task will be scheduled after the agreement has been approved.

1.1.2.2 CAD/RMS Integration

The CAD/RMS integration may occur independently of the DEMS implementation. This task will be scheduled after the agreement has been approved.

1.1.3 *Acceptance Criteria*

The CentralSquare DEMS product is a standard product with a standardized integration process. Acceptance occurs automatically following 15 days after the system has gone live. If the Customer has not identified P1 or P2 defects during this period, the system will be automatically accepted. Issues occurring after this time will be handled under the standard maintenance agreement.

Priority	Description
P1: Critical Priority	A fatal software application error that prevents the system from starting/re- starting and/or a database integrity error.
P2: High Priority	Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around.

Per industry standards, the system is considered ready for fielding when there are no known P1 or P2 defects.	
P3: Medium Priority	Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity.
P4: Low Priority	This is a nuisance to the end-users but is not a production-limiting problem.

COUNCIL BILL NO. 2022-603 ORDINANCE NO.

AN ORDINANCE approving an UPGRADE agreement by and between the City of Joplin and Central Square Technologies, LLC., to cover the annual software payment and related conversion fees for the Public Safety software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Council Bill 2021-523 on October 18, 2021.

WHEREAS, Central Square Technologies, LLC., has been the City's primary software provider for more than 21 years; and,

WHEREAS, in the FY2022 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That a Purchase Order issued to Central Square covering the conversion payment for the Public Safety software upgrade and related systems, in the amount of Two Hundred Twenty-One Thousand Seventy-Five Dollars and Zero cents ($221, 375.00) be issued and the same is, hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the vendor's work under said contract, in substantial conformance with the attached agreement, the vendor shall be paid for the annual software subscription as outlined and agreed.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney