



**CENTRAL SQUARE**  
TECHNOLOGIES

CentralSquare Technologies  
1000 Business Center Drive  
Lake Mary, FL 32746  
[www.centalsquare.com](http://www.centalsquare.com)

# **SYSTEM PURCHASE AGREEMENT**

**35548**

**CENTRAL SQUARE TECHNOLOGIES**

**FOR**

**LONG BEACH POLICE DEPARTMENT**

**SYSTEM PURCHASE AGREEMENT  
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# SYSTEM PURCHASE AGREEMENT

35548

**Client:** Long Beach Police Department  
**Address:** 400 W. Broadway,  
**City, State, Zip:** Long Beach, CA 90802  
**Phone:** (562) 570-7260  
**Contact Name:** Anna Reyes

## 1.0 INTRODUCTION

1.1 This Agreement, is made by and between CentralSquare Technologies, LLC, referred herein to as “CentralSquare” with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and the entity named above, referred to as “Client” (who together may also be referred to as the “Parties” herein, or individually as a “Party”), with reference to the following facts:

1.2 This Agreement is for the purchase of CentralSquare public safety system (the “System”) consisting of software Subsystems and applications set forth in Addendum B, including applicable Interfaces, software, equipment and services (the “Project”) as more fully described in this Agreement and the Addenda hereto.

1.3 In consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Client and CentralSquare agree as follows:

## 2.0 ADDENDA

2.1 The following documents are attached as Addenda to this Agreement and incorporated by reference as though set forth in full:

Addendum A	Statement of Work (SOW)
Addendum B	Pricing Proposal
Addendum C	Subscription Service License & Use Agreement*
Addendum D	Subcontractor Software, Hardware & Services*
Addendum E	Subcontractor License, Warranty & Support Agreements*
Addendum F	System Planning Document**
Addendum G	Master Three Party Source Code Escrow Agreement*

\*Only if applicable

\*\* Supplied as a deliverable during Project Implementation

### 3.0 DEFINITIONS

3.1 “Acceptance” or “Accept” means the processes described in the ACCEPTANCE section of this Agreement.

3.2 “Archive Server” or “Reporting Server” means a Server or other storage unit on which Client’s data resides for archival purposes.

3.3 “Contract Price” means the total of the purchase price of the items as specified in Addendum B, including, as applicable, equipment, software licenses, services, fees, expenses and other items acquired under this Agreement, and if included as a line item in Addendum B, any applicable sales, use, value added, or other such governmental charges.

3.4 “Deliverable” means an item of equipment, software, services and other items acquired under this Agreement as listed in the addenda hereto.

3.5 “Deliver” or “Delivery” with respect to the System means physical delivery of substantially all components of each Subsystem to the Designated Location. Delivery shall be deemed to have occurred despite the absence of incidental components provided that Installation of the Subsystem, training and system configuration can begin with the items then delivered. A separate Delivery shall occur with respect to each such Subsystem.

3.6 “Demonstration of Licensed Functionality (“DOLF”)” means the verification of configuration procedures for a Subsystem, conducted as described in the Statement of Work.

3.7 “Designated Location(s)” means the physical site(s) at which a Subsystem is installed as specified in Addendum A, Statement of Work.

3.8 “Disaster Recovery Computer System” means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Production Computer System.

3.9 “Documentation” means the then-current standard user manuals or other related instructional and/or reference materials, provided by CentralSquare or other Software Vendors from time to time, including on-line help information, online documentation updates, and Release Notes issued in connection with Updates, provided and licensed under this Agreement.

3.10 “Equipment” means the computer system equipment specified in Addendum B of this Agreement. CentralSquare may substitute equipment for that specified in Addendum B provided that such equipment will substantially meet the requirements of the Specifications and this Agreement. Equipment does not include hardware supplied by Subcontractors listed in Addendum D.

3.11 “Functional Acceptance Test (“FAT”)” means the pre-Go Live test process for a Subsystem as further defined in Section 8.2 and the Statement of Work.

3.12 “Go Live” means the event that occurs when the Client first uses a Subsystem for Live Operations. A separate Go Live may take place with respect to each Subsystem, each Interface, and each Modification.

3.13 “Help Desk” means the CentralSquare telephonic support services provided as described in the applicable Software Support Agreement.

3.14 “Installation” with respect to Subsystems means the process of running the Subsystem under a procedure to demonstrate basic interoperability of the applicable Subsystem components at the Designated Location for that Subsystem. “Installation” with respect to the Modifications means the process of running each Modification under a procedure to demonstrate basic interoperability with the applicable Subsystem at its Designated Location(s). “Installation” with respect to the Interfaces means the process of running each Interface under a procedure to demonstrate basic interoperability of the Interface with the applicable Subsystem and the hardware and/or Software with which it is interfaced at its Designated Location(s).

3.15 “Interface”, collectively or individually, means the interface software described in Addendum B.

3.16 “Live Operations” means use of a Subsystem in a live operational environment, whether or not any Interfaces or applicable Modifications are included in such use.

3.17 “Modifications” means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in the appropriate Statement of Work, Addendum A. The CentralSquare Software is not custom software, and as such, at CentralSquare’s discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all CentralSquare clients; or as applicable, made available as a separate module or function, separately licensed and priced.

3.18 “Production System” means the primary computer system for live operations of the CentralSquare Software.

3.19 “Server” means any and all computers in a local area network that run administrative software which controls access to all or part of the network and its resources and make such resources available to computers acting as workstations on the network, including the Production System and any Disaster Recovery System.

3.20 “Software” means collectively or individually the computer programs licensed under this Agreement, including, without limitation, the programs for each Subsystem.

3.21 “Software Error” means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications.

3.22 “Software Support” means Telephone Support, Software Error Correction, and Software Update services provided by CentralSquare (and/or other Software Vendors) for the Software, either under warranty or under an annual Software Support Agreement, as more fully described in said Agreement.

3.23 “Software Support Agreement” means collectively or individually agreements of that name (or a similar name) for the rendering of Software Support services entered into between the Parties coincident with this Agreement, including any permitted renewals of such agreements.

3.24 “Source Code” means the high-level computer instructions for Software used to generate object code.

3.25 “Specifications” means (i) the functional requirements and applicable Functional Test document(s) (“FT”) with respect to each Subsystem; (ii) the Interface Requirements Document (“IRD”), or Interface Functional Configuration Document (“IFCD”) and applicable test document for each Interface, or Operational Scenario Document(s) (“OSD”) for each Custom Interface, or if applicable, Modification; and (iii) the published specifications for the Equipment, which documents are incorporated by reference herein as though set forth in full. The FT, IRD, IFCD and OSD will be in the format provided by CentralSquare.

3.26 “Statement of Work” means the document that defines the implementation process for the Project, including specific tasks that are the responsibility of CentralSquare and the Client.

3.27 “Subcontractor” means one of the entities identified in the Statement of Work as subcontractors to CentralSquare, if applicable.

3.28 “Subcontractor Hardware” means the hardware supplied by a Subcontractor as part of its Subsystem, and identified in Addendum D, if applicable.

3.29 “Subcontractor Software” means software supplied by a Subcontractor as part of its Subsystem and listed in Addendum D, if applicable.

3.30 “Subsystem” means each of the applications described in the Statement of Work, including its Equipment, other hardware and software. In most cases, the Subsystem software will share Equipment. (For the avoidance of doubt, the applicable Inform core applications, e.g. Inform CAD, Inform Mobile, Inform RMS, are Subsystems under this Agreement.)

3.31 “Subsystem Software” means individually or collectively the Software provided under this Agreement for each of the Subsystems.

3.32 “System” means collectively all Subsystems that make up the integrated Computer System referred to in paragraph 1.2 of this Agreement and more fully described in the Statement of Work.

3.33 “System Software” means the software identified in Addendum B which includes, without limitation, operating system software, DBMS Software, and communications software.

3.34 “Task Completion Report” or “TCR” means the document presented by CentralSquare’s Project Manager to the Client for signature upon completion of a Deliverable.

3.35 “Telephone Support” means the service provided by CentralSquare for access to the CentralSquare Customer Service Department by telephone as further defined in a Software Support Agreement.

3.36 “CentralSquare Software” means the object code compiled version of the software specified in Addendum B of this Agreement, and any Modifications provided hereunder.

3.37 “Update” means revisions or additions to Software provided by the Vendor thereof. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by the Vendor.

3.38 “Use” means copying of any portion of Software from a storage unit or media into a computer or Server and execution of the software thereon. This term shall be construed to refer to a grant of reproduction rights under 17 U.S.C. 106(1), and shall not be construed to grant other rights held by the copyright owner, including without limitation the right to prepare derivative works.

3.39 “User” means the operator of a Subsystem Workstation that is configured to access and/or utilize the capabilities and features of the Subsystem Software.

3.40 “Vendor” means any supplier of hardware, Software or services under this Agreement, including CentralSquare, Subcontractors, System Software suppliers and Equipment suppliers. With respect to Software, this term will also mean the owner of the intellectual property rights, including copyright, to the software.

3.41 “Warranty Period” means the period starting at first Go Live for each Subsystem using the CentralSquare Software and ending one (1) year thereafter.

3.42 “Workstation” means any computer input station that utilizes the functionality of a Subsystem, whether the software resides locally or on a Server.

## **4.0 PRICES AND PAYMENT**

4.1 Unless otherwise stated herein, all dollar amounts contained in this Agreement are in U.S. dollars. The Contract Price for the purchased and/or licensed items hereunder is specified in Addendum B. Client shall pay the Contract Price without deduction or offset on the terms specified in Addendum B, pursuant to invoices issued by CentralSquare which shall be due net thirty (30) days upon receipt unless otherwise stated in the invoice.

4.1.1 For each payment milestone identified in Addendum B, CentralSquare’s Project Manager will provide the Client with a Task Completion Report (TCR). CentralSquare may invoice the payment milestone upon Client’s signature of the TCR or expiration of the period for signature as provided in the Statement of Work or a TCR.

4.1.2 The Contract Price for the Deliverables and Services defined in Addendum B is based on a firm fixed price, subject to the following adjustments. In the event that Client in its sole discretion chooses to delay implementation of any Deliverable for more than six (6) months beyond the Go Live date set forth in the project schedule, and the then current pricing for such Deliverable(s) including applicable Services has increased since the date of execution of this Agreement, such then current pricing will apply. A change order for signature by both Parties will be processed to adjust the Contract Price.



4.2 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 fifteen (15) days after their due date until paid. The **remittance address** for payments only is:

CentralSquare Technologies  
P.O. Box 203223  
Dallas, TX 75320-3223

4.2.1 In the event that Client is in arrears on payments due to CentralSquare of more than sixty (60) days from the due date, CentralSquare in its sole discretion may elect to stop work on the Project for non-payment until Client becomes current on payments due. In such event the project schedule will be adjusted accordingly, and CentralSquare shall not be considered to be in default for delays caused by Client's non-payment.

## 5.0 SOFTWARE LICENSES

5.1 In consideration for, and subject to, the payment of the license fee(s) specified in Addendum B of this Agreement, and the other promises, covenants and conditions herein, Client is granted the following licenses to the Software:

5.1.1 The CentralSquare Software: A perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to Use the CentralSquare Software and the Documentation for said Software for Client's own internal use for the applications described in the Statement of Work, at the Designated Location, in the applicable environment (e.g., Production, Test, Training, or Disaster Recovery System) and in the quantity set forth in Addendum B. Client may make additional copies of the CentralSquare Software as reasonably required for archival or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with Section 9.0 herein. Additional CentralSquare Software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this Section 5.0. Client shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any Software or Documentation, or permit others to do said acts, except as provided in this Agreement or the applicable Software license agreement. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the applicable license, at the option of the applicable Vendor. In such event, Client shall not be entitled to a refund of any license fees paid. Software (including without limitation Subsystem Software) may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided dispatching to third parties. Notwithstanding, Client shall be entitled to Use Subsystem Software at the applicable Designated Location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other governmental agencies/entities in the county and state of the Designated Location, provided that the Subsystem Software is installed and operated at only one physical location.

5.1.1.1 Each copy of the CentralSquare Software provided under this license that is identified in Addendum B of this Agreement as a Disaster Recovery license may be used in the event of a failure, malfunction or other out of service condition of its Production System. In the event the Production System fails to operate, live operations may transfer to the Disaster Recovery System until the Production System returns to normal operational mode, provided that Software is not simultaneously operating on both the Production System and Disaster Recovery System.

5.1.1.2 Notwithstanding anything to the contrary in this Section, if Client has purchased the Inform CAD API license, Client may use such Software to develop original applications which interface with the CentralSquare Software. The development and use of such interfacing applications is specifically permitted under the licenses herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, Client shall not acquire any right, title or interest in the CentralSquare Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, CentralSquare shall not acquire any right, title or interest in such Client developed non-derived applications, whether as owner, joint owner or otherwise.

5.1.2 CentralSquare Subscriptions: If applicable, the terms and conditions for use of the CentralSquare Subscription Service(s) are set forth in the CentralSquare Subscription Service License & Use Agreement attached as Addendum C.

5.1.3 Subcontractor Software: Licenses for any Subcontractor Software are set forth in Addendum E.

5.1.4 System Software: The licenses set forth in the applicable Vendor's license agreements that accompany Software are incorporated herein. Third party products providing supplemental software code to the CentralSquare Software and not subject to separate licensing provisions shall be licensed in accordance with the provisions of this Section 5.

5.2 Title to all CentralSquare Software or Documentation shall remain with CentralSquare. Title to any third party Software or Documentation shall remain with the applicable Vendor or original licensor.

5.3 The Software licenses granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to Source Code whatsoever except as specifically provided under Section 12.0 (Source Code Escrow).

5.4 Client may not export any Software or Documentation outside the United States without further prior written agreement of CentralSquare or the applicable Subcontractor. In the event of such agreed export, Client is responsible for complying with all applicable export laws or regulations. Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by applicable government agencies is subject to restrictions as set forth in DFAR 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

5.5 These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable license agreements.

5.6 Client may surrender any Software licenses provided in connection with this Agreement at any time by performing the actions described in Section 13.4 of this Agreement, or the applicable license agreement. Such surrender shall not affect CentralSquare's right to receive and retain the Contract Price or other fees, charges and expenses earned hereunder.

## **6.0 DELIVERY, INSTALLATION, SERVICES, TITLE TO EQUIPMENT, AND RISK OF LOSS**

6.1 CentralSquare will Deliver the items purchased and/or licensed hereunder and perform the services pursuant to the Statement of Work, subject to the provisions of the FORCE MAJEURE/EXCUSABLE DELAY section (20.0) of this Agreement, and further subject to delays caused by the actions or omissions of Client, including, but not limited to, delays in performing the Client responsibilities as defined in the Statement of Work. Unless specifically identified as a CentralSquare task in the Statement of Work, Installation of Workstations into consoles, furniture or similar work area components at Client's Designated Location is the responsibility of Client.

6.2 As further defined in the Statement of Work, CentralSquare will appoint a Project Manager who will act as the primary point of contact for CentralSquare's services for the implementation process in the Project. Any services desired by Client in addition to those specified in this Agreement or the Statement of Work will be subject to the availability and scheduling of CentralSquare (or Subcontractor) personnel and at CentralSquare's (or the Subcontractor's) then-current rates, plus expenses. Prior to performing any of the aforementioned additional services, CentralSquare will provide a written quotation detailing the price (or time and materials estimate) for such services. CentralSquare may subcontract with certain Vendors that provide hardware, Software and/or services in connection with the Project (as more fully described in the Statement of Work), and (iii) pass through to Client warranties received from the Vendors thereof. Prior to Acceptance, should any Subcontractor hereunder be in default (provided such default is not due to any fault or delay of Client or its agents, due to any third party, or due to an event of Force Majeure, CentralSquare may either continue to perform the duties of the Subcontractor to fulfill the obligations for the Subcontractor in accordance with the Statement of Work, or provide an alternative solution; provided, however, that in no event will CentralSquare's responsibility for any Subcontractor's default exceed the price for such Subcontractor's portion of the Contract Price.

6.3 The Statement of Work will define the implementation process for the Deliverables and services to be provided under this Agreement, including implementation of the Subsystems and Interfaces, testing, training; as well as the responsibilities of both CentralSquare and the Client for the relevant tasks associated with the Project.

6.4 The project schedule will define the timeframe for completion of Project Milestones and the party or parties involved in performing the task, e.g. CentralSquare, Client, or Subcontractor.

6.5 Title to all Equipment purchased under this Agreement shall not transfer to Client until payment for such Equipment has been remitted to CentralSquare.

6.6 Risk of loss of any Deliverable shall be borne by CentralSquare until Delivery of the Deliverable to Client. Thereafter, the risk of loss shall be borne by Client.

6.7 Unless provided as a fixed fee, freight costs, or travel costs incurred and invoiced by CentralSquare in connection with services rendered under this Agreement shall be paid by Client upon receipt of invoice. All travel costs and arrangements will be made in accordance with CentralSquare's standard travel policy, a copy of which will be provided to Client upon request.

6.8 CentralSquare retains and Client hereby grants to CentralSquare a purchase money security interest in the Software licenses, Equipment, and other items acquired hereunder and in all accessions to, replacement of, and proceeds from said items, as security for the payment of the Contract Price. As used in this paragraph, "proceeds" include whatever is receivable or received when proceeds or collateral is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance related thereto. (Nothing herein shall be deemed to grant or constitute a right to Client to transfer any Software licensed hereunder to any third party.) Client shall, at CentralSquare's request, sign a financing statement and such other documents as CentralSquare reasonably requires to perfect its security interest. Such security interest shall be released upon full payment of the Contract Price.

6.9 Until full payment of the Contract Price is made, Client shall maintain the items purchased/licensed under this Agreement in good order and repair at Client's expense, except as otherwise provided under the warranty provisions of this Agreement or any applicable third party warranty, and shall use such items in a manner that will not subject them to waste or deterioration.

6.10 Client shall not, without the prior written consent of CentralSquare, sell, lease, encumber or otherwise dispose of the items purchased under this Agreement until CentralSquare's security interest hereunder has been released. (Nothing in the foregoing shall be deemed to grant or imply any license or other right to Client to sell, lend, rent, lease or otherwise transfer the CentralSquare Software to a third party.)

6.11 Should Client (i) fail to pay any amount specified in this Agreement when it becomes due, (ii) fail to perform any provision of this Agreement to be performed by it, (iii) make an assignment for the benefit of creditors, (iv) suffer the appointment of a receiver for any substantial part of its assets, (v) institute any proceedings for dissolution or full or partial liquidation, or (vi) commence proceedings in bankruptcy for liquidation or reorganization, Client shall be in default of this Agreement under Article 9 of the Uniform Commercial Code, and CentralSquare shall have the rights and remedies afforded a secured party by the chapter of "Default" of Article 9 of the Uniform Commercial Code then in effect, subject to Section 13.1 herein. In conjunction with the above-named chapter, but not by way of limitation, CentralSquare may:

6.11.1 Require Client to disassemble the Equipment, other hardware, and permanently remove the Software from Client's computers or other storage media or locations and

make all such items available to CentralSquare at Client's premises or such other location as is mutually agreed by the Parties.

6.11.2 Render said Software unusable.

6.11.3 Apply the proceeds received from the sale or other disposition of the equipment or software acquired hereunder, in addition to the items specified in Article 9 of the Uniform Commercial Code, against payment of reasonable attorneys' fees and legal expenses incurred by CentralSquare as a result of Client's default.

## **7.0 SITE PREPARATION**

**7.0** Client agrees to provide, in a timely manner and at its own expense, required facilities and equipment specified in Addendum A, Statement of Work, subject to the provisions of Section 20.0, Force Majeure/Excusable Delay and Addendum F, System Planning Document, the Documentation, or as otherwise specified by CentralSquare in writing.

**7.1** CentralSquare will Deliver the items purchased and/or licensed hereunder and perform the services pursuant to Addendum B, Statement of Work, subject to the provisions of Section 20.0, Force Majeure/Excusable Delay, of this Agreement, and further subject to delays caused by the actions or omissions of Client, including, but not limited to, delays in performing the Client responsibilities as defined in Addendum B, Statement of Work. Unless specifically identified as a CentralSquare task in Addendum B, Statement of Work, Installation of Workstations into consoles, furniture or similar work area components at Client's Designated Location is the responsibility of Client.

**7.2** As further defined in Addendum A-1, Statement of Work, CentralSquare will appoint a Project Manager who will act as the primary point of contact for CentralSquare's services for the implementation process in the Project. Any services desired by Client in addition to those specified in this Agreement or Addendum A-1, Statement of Work, will be subject to the availability and scheduling of CentralSquare (or Subcontractor) personnel and at CentralSquare's (or the Subcontractor's) then-current rates, plus expenses. Prior to performing any of the aforementioned additional services, CentralSquare will provide a written quotation detailing the price (or time and materials estimate) for such services. CentralSquare may subcontract with certain Vendors that provide hardware, Software and/or services in connection with the Project (as more fully described in Addendum A-1, Statement of Work), and (iii) pass through to Client warranties received from the Vendors thereof. Prior to Acceptance, should any Subcontractor hereunder be in default (provided such default is not due to any fault or delay of Client or its agents, due to any third party, or due to an event of Force Majeure, CentralSquare may either continue to perform the duties of the Subcontractor to fulfill the obligations for the Subcontractor in accordance with the Statement of Work, or provide an alternative solution.

**7.3** The Statement of Work will define the implementation process for the Deliverables and Services to be provided under this Agreement, including implementation of the Subsystems and Interfaces, testing, training; as well as the responsibilities of both CentralSquare and the Client for the relevant tasks associated with the Project.

7.4 Risk of loss of any Deliverable shall be borne by CentralSquare until Delivery of the Deliverable to Client. Thereafter, the risk of loss shall be borne by Client.

7.5 Unless provided as a fixed fee, freight costs, or travel costs incurred and invoiced by CentralSquare in connection with services rendered under this Agreement shall be paid by Client upon receipt of invoice. All travel costs and arrangements will be made in accordance with CentralSquare's standard travel policy, a copy of which will be provided to Client upon request.

7.6 Client shall not, without the prior written consent of CentralSquare, sell, lease, encumber or otherwise dispose of the items purchased under this Agreement until CentralSquare's security interest hereunder has been released. (Nothing in the foregoing shall be deemed to grant or imply any license or other right to Client to sell, lend, rent, lease or otherwise transfer the CentralSquare Software to a third party.)

7.7 Should Client (i) fail to pay any amount specified in this Agreement when it becomes due, (ii) fail to perform any provision of this Agreement to be performed by it, (iii) make an assignment for the benefit of creditors, (iv) suffer the appointment of a receiver for any substantial part of its assets, (v) institute any proceedings for dissolution or full or partial liquidation, or (vi) commence proceedings in bankruptcy for liquidation or reorganization, Client shall be in default of this Agreement under Article 9 of the Uniform Commercial Code, and CentralSquare shall have the rights and remedies afforded a secured party by the chapter of "Default" of Article 9 of the Uniform Commercial Code then in effect, subject to Section 13.1 herein. In conjunction with the above-named chapter, but not by way of limitation, CentralSquare may:

7.8.1 Require Client to disassemble the Equipment, other hardware, and permanently remove the Software from Client's computers or other storage media or locations and make all such items available to CentralSquare at Client's premises or such other location as is mutually agreed by the Parties.

7.8.2 Render Software or Services unusable.

7.8.3 Apply the proceeds received from the sale or other disposition of the equipment or software acquired hereunder, in addition to the items specified in Article 9 of the Uniform Commercial Code, against payment of reasonable attorneys' fees and legal expenses incurred by CentralSquare as a result of Client's default.

## 8.0 ACCEPTANCE

8.1 General. Testing of the System and Subsystems shall occur throughout the Project life cycle as further defined in the Statement of Work ("SOW"). Prior to conducting the Functional Acceptance Test ("FAT") process as defined below, CentralSquare shall provide the standard FAT documents for the System and Subsystems. CentralSquare shall conduct the FAT with the Client's participation in accordance with the Project plan. Individual test cases within the FAT documents shall have pass/fail criteria and with results provided to the Client in a test report. Client shall not suspend testing when problems are experienced and restart a FAT when the problems are corrected unless the problems prevent continuing with FAT testing. If FAT testing

must be suspended pending corrective action, Client shall promptly advise CentralSquare by the fastest available means. During the FAT process, any FAT issues detected will be mutually defined and agreed upon as Pre-Go Live Issues to be corrected prior to Go Live, or Post Go Live Issues that do not affect the Go Live readiness of the System and will be corrected following Go Live. The FAT process and milestones are further defined in the SOW.

8.2 Final Subsystem Testing. Following the test processes defined in the SOW, and Client and CentralSquare's mutual agreement of the Go Live Date, upon Go Live for those Subsystems that Go Live together or separately, the Client shall utilize the Subsystem(s) for a thirty (30) day Acceptance test period ("the Acceptance Test Period") to verify operational system and Subsystem functionality in a live environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in the Software Support Agreement) are reported and verified during such thirty (30) day period, the Subsystem(s) shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Acceptance Test Period, CentralSquare shall commence actions in accordance with the Software Support Agreement to correct the reported error.

8.2.1 In the event that a Critical Priority Software Error occurs between day one (1) and day thirty (30) of the Acceptance Test Period, the Acceptance Test Period will be stopped and restarted at day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement.

8.2.2 In the event that an Urgent Priority Software Error occurs between day one (1) and day fifteen (15), the Acceptance Test Period will be stopped and restarted from day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement. If the Software Error occurs between day fifteen (15) and day thirty (30), the Acceptance Test Period will be stopped and restarted from the day the resolution has been provided in accordance with the Software Support Agreement.

Note: Software Errors are classified as Critical, Urgent, High Medium and Low as defined in the Software Support Agreement. Should Client operations be impacted by a cumulative number of issues of a particularly classified Software Error, the Client may escalate the priority on cases to a higher Customer severity level.

## **9.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

9.1 CentralSquare agrees to maintain Client'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. Client 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, the applicable Vendor or original licensor 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 Software or Documentation. Client shall acquire no intellectual property ownership rights to 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.

9.1.1 CentralSquare maintains a security program for managing access to client 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 Client to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

9.1.1.1 If required by the Client, 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 Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client’s site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client’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 Client’s Software Support Agreement.

9.2 Client understands and agrees that the Software and Documentation (including without limitation Subsystem Software and Documentation) including, but not limited to, the Source Code, object code, the OSDs, IRDs and FATs, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software, together with any other information identified by CentralSquare or a Vendor as confidential or proprietary (collectively “Vendor Proprietary Information” or “VPI”) constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the Vendor a competitive advantage.

9.2.1 The material presented in CentralSquare’s training courses is VPI and not intended for public disclosure or disclosure to third parties. Clients may videotape training sessions provided on-site at the Client’s facilities by CentralSquare staff for the Client’s own internal use only; provided, however, that the CentralSquare training staff have consented in writing to such videotaping. The Client is responsible for managing secure access to and copying or distribution of any CentralSquare provided training materials or Client-made videotapes of CentralSquare training sessions.

9.3 Client agrees during the term of the license granted under this Agreement, and thereafter, to hold the VPI, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for Client’s exercise of the license rights granted hereunder. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.



9.4 Client shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed. Client may not access or allow access to Source Code by any person and for any reason unless expressly authorized by Section 12.0 (Source Code Escrow) herein.

9.5 Client shall inform CentralSquare promptly in writing of any actual or suspected unauthorized Use, copying, or disclosure of VPI.

9.6 If any VPI is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, Client shall as allowed by law (i) provide to CentralSquare (and, if applicable the concerned Subcontractor) written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to CentralSquare (and, if applicable the concerned Subcontractor) a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the VPI.

9.7 The obligations specified under this Section 9 shall survive any termination or rescission of this Agreement.

## **10.0 LIMITED WARRANTIES**

10.1 The CentralSquare Software. CentralSquare warrants that, during the Warranty Period, the CentralSquare Software will perform in substantial conformity with the Specifications. If, during the Warranty Period, Client determines that a warranty defect exists in the CentralSquare Software, Client shall notify CentralSquare in accordance with the Software Support Agreement. CentralSquare shall, at its option, replace the defective CentralSquare Software, or correct the defect in accordance with the Software Support Agreement. This Section 10.1 sets forth Client's sole remedy with respect to the foregoing warranty.

10.1.1 CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. (Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of paragraph 10.1.2.5, below, shall constitute the agreement of the Parties with respect to viruses.) Client's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

10.1.2 If the CentralSquare Software is unable to function as warranted due to any one or more of the following factors, additional charges may be imposed by CentralSquare for actions necessary to correct or work around such factors:

10.1.2.1 Modification of the CentralSquare Software, System Software or Equipment by Client or a third party.

10.1.2.2 Problems in the CentralSquare Software are caused by the CentralSquare Software not being used in accordance with the CentralSquare Documentation, or other instructions provided by CentralSquare.

10.1.2.3 Software not provided by CentralSquare, not specified as compatible in the Documentation, or Client not following the procedures for loading third party software on a Workstation or Server as set forth in paragraph 11.5 of this Agreement and further defined in the System Planning Document (Addendum F hereto).

10.1.2.4 Equipment which does not meet the configuration requirements specified in the Documentation, by failure of Client to provide and maintain the site and facility requirements described in Section 7.0 herein, or the use of other equipment as substitutes for the Equipment listed in Addendum B.

10.1.2.5 Computer viruses that have not been introduced into Client's system by CentralSquare. Client shall maintain up-to-date virus checking software and shall check all software received from CentralSquare or any other person or entity for viruses before introducing that software into any part of the System including, but not limited to, Workstations or Servers. If desired by Client, CentralSquare will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by CentralSquare, CentralSquare will provide a virus-free copy of the CentralSquare Software, and will, at its expense, reload said software (but not Client's data) on Client's Equipment. Client shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the System to mitigate the consequences of any virus. This Section 10.1.2.5 states Client's sole remedy with respect to viruses arising from or relating to the System.

10.1.2.6 Equipment or software provided by third parties with which the CentralSquare Software interfaces or operates (including but not limited to system software), including but not limited to problems caused by changes in such equipment or software. If such changes occur which require modifications or other actions with respect to the CentralSquare Software, such modifications or actions shall (unless identified in the Addendum B as a line item in this Agreement) be subject to the mutual written agreement of the Parties, including but not limited to, additional charges by CentralSquare at its then current rates for engineering and technical support.

10.2 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. Client's use of services provided by wireless service providers or carriers, 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 Client's sole risk.

10.3 If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data

provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Client or the mapping database vendor to CentralSquare.

10.4 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

10.5 Any warranties for the CentralSquare Subscription Services, if applicable, are only as set forth in the CentralSquare Subscription Service License & Use Agreement provided at Addendum C.

10.6 Equipment, System Software and Subcontractor Hardware and Software, and any other items or services provided under this Agreement and not manufactured by CentralSquare (collectively "Third Party Items") are warranted by the manufacturers or Vendors thereof, not by CentralSquare. CentralSquare shall pass through to Client all warranties on Third Party Items which CentralSquare is permitted to pass through to Client. If, during the warranty period for Third Party Items Client determines that they do not perform as warranted, Client shall contact CentralSquare using the procedures described in the Software Support Agreement.

**10.7 EXCEPT AS SPECIFICALLY STATED IN THIS SECTION 10, CENTRALSQUARE MAKES AND CLIENT RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CENTRALSQUARE RESELLS AND PASSES THROUGH THIRD PARTY PRODUCTS ON AN "AS IS, WHEN AVAILABLE" BASIS. CENTRALSQUARE DOES NOT REPRESENT OR WARRANT THAT ANY CENTRALSQUARE PRODUCT OR THIRD PARTY ITEMS, INCLUDING HARDWARE, SOFTWARE OR SERVICES, WILL BE FREE FROM ERRORS, DEFECTS OR INFRINGEMENT.**

## **11.0 MAINTENANCE AND SOFTWARE SUPPORT**

11.1 The CentralSquare Software. Software Support shall begin upon the date of first Go Live for any Subsystem and end twelve (12) months thereafter. Software Support is subject to and will be provided in accordance with the terms of the Software Support Agreement to be entered into between the Client and CentralSquare coincident with this Agreement.

11.2 CentralSquare Subscription Services. Support terms for the CentralSquare Subscription Services, if applicable, are set forth in the CentralSquare Subscription Service License & Use Agreement provided at Addendum C, and shall govern in the event of a conflict between Addendum C and the Software Support Agreement.

11.3 System Software. Client is responsible for maintaining licensing, including updates for System Software.

11.4 Subcontractor Hardware and Software. The initial twelve (12) month maintenance and support period for those Vendors identified in Addendum D will be provided to Client by the

respective Vendors as Subcontractors to CentralSquare. During this time, Client shall contact CentralSquare in accordance with the procedures in the Software Support Agreement to report any errors or defects detected with respect to such items. CentralSquare shall assist Client in determining the nature of the problem, and will contact the appropriate CentralSquare Vendor or Subcontractor for resolution; CentralSquare will use commercially reasonable efforts to follow-up with the Vendor or Subcontractor and maintain contact with both the Vendor or Subcontractor and Client to coordinate problem resolution. After the initial twelve (12) month maintenance and support period for the Software or Hardware provided by CentralSquare's Vendors and Subcontractors identified in Addendum D, the Software Support Agreement will govern all support and maintenance. CentralSquare has no obligations to provide maintenance or support for any non-CentralSquare Vendor or Subcontractor.

11.5 Equipment. Maintenance and support for all Equipment sold hereunder is not included under this Agreement. However, because proper computer equipment maintenance is required for proper system operation, Client agrees to acquire and keep in force computer and peripheral equipment maintenance agreements for the equipment used to operate the CentralSquare Software or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may, provided that a current Software Support Agreement with CentralSquare is in force, contact CentralSquare using the procedures described in the Software Support Agreement. CentralSquare shall thereupon provide Help Desk services to Client as provided in the then-applicable Software Support Agreement. Notwithstanding the above, CentralSquare is not and shall not be a party to such third party maintenance agreements nor shall CentralSquare have any obligation or liability thereunder.

11.6 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by CentralSquare, it shall, before loading such software, follow the procedures regarding third party software compatibility in the CentralSquare Documentation, and contact the CentralSquare Customer Service Department at the telephone numbers listed in the Software Support Agreement for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by CentralSquare with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release CentralSquare from any obligations or liabilities related to operation or performance of the System, the CentralSquare Software, Subcontractor Software, or any other item provided by CentralSquare under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

## 12.0 SOURCE CODE ESCROW

12.1 CentralSquare Software. Only if applicable and subject to payment of the applicable escrow fees by Client and Client's execution of the applicable escrow documents,

CentralSquare shall enroll Client as a Preferred Beneficiary of the applicable CentralSquare Source Code escrow account with Iron Mountain Intellectual Property Management (the “Escrow Agent”). A copy of CentralSquare’s Master Preferred Escrow Agreement with Iron Mountain is attached at Addendum G. Client shall pay all escrow fees and expenses associated with the Escrow, including but not limited to first year fees (which are included as a line item in the Contract Price), renewal year fees, and fees for additional services, if any, selected by Client. Each month, CentralSquare shall deposit in Escrow updated Source Code containing (i) all Updates to the CentralSquare Software released during the preceding month and (ii) any CentralSquare Software Modification and/or Interfaces released for live operations during the preceding month. Source Code Escrow shall be kept in effect until (i) Client gives CentralSquare written notice of termination of the escrow, (ii) the escrow is canceled by the Escrow Agent due to non-payment of escrow charges by Client, or (iii) this Agreement is terminated. Source Code released under the terms of the Source Code Escrow Agreement shall be deemed part of the CentralSquare Software hereunder, subject to the terms and conditions of this Agreement, including but not limited to the license terms in Section 5.0, except as modified below.

12.1.1 Source Code shall be released to Client only upon the occurrence of and only during the duration of one of the following conditions:

12.1.1.1 CentralSquare’s persistent and uncured failure to carry out or provide for the carrying out of material warranty obligations imposed upon it pursuant to this Agreement or any Software Support Agreement between the Parties with respect to the CentralSquare Software, which failure persists for a period of 30 days after written notice from Client to CentralSquare asserting such failure and the intention to demand a release of Source Code from escrow, or

12.1.1.2 12.1.1.2 CentralSquare’s failure to continue to do business in the ordinary course without providing an alternate source of warranty or Software Support by a ready, willing and able assignee.

12.1.2 The escrowed Source Code and other material released to Client hereunder shall be subject to all of the terms and conditions of this Agreement, including without limitation the Confidentiality provisions herein, except as specifically modified in this paragraph. Without limiting the generality of the foregoing, the Source Code shall, except for periods of actual use, be kept in a secure, locked container and/or a secure protected computer file with access limited only to those with a need to know for purposes of software maintenance. Any person or entity granted access shall be required to agree in writing to comply with this paragraph. CentralSquare shall, upon request, be provided with a copy of such agreement(s).

12.1.3 Provided that a release of Source Code is rightfully made hereunder, Client is granted a license to copy and Use the Source Code for the sole purpose of software maintenance. For purposes of these Source Code Escrow provisions, the term “software maintenance” means correction of software errors and preparation of software modifications and enhancements for Client’s internal use only. If Client creates new and original computer code not derived from the CentralSquare Software or the ideas, processes, methods of operation, technology or know-how implemented therein, in the process of software maintenance, the intellectual property rights (including copyright, patent and trade secret) in and to that specific new and original code shall be

owned by Client. However, if Client's enhancements or other modifications result in the creation of a derivative work from the CentralSquare Software, or a work based upon the ideas, processes, methods of operation, technology or know-how implemented therein, the intellectual property rights (including copyright, patent and trade secret) in and to such work shall be owned by CentralSquare and Client's rights to use such work shall be limited to those granted with respect to the CentralSquare Software in this Agreement. No rights to distribute Source Code or derivative works therefrom are granted hereunder.

12.2 Subcontractor Source Code Escrow. If Client desires to enter into Source Code escrow agreements for the Subcontractor Software provided hereunder, such agreements shall be entered into directly between Client and the licensors thereof. CentralSquare shall not be a party to such Subcontractor Source Code escrow agreements.

### **13.0 DEFAULT AND TERMINATION**

13.1 CentralSquare may terminate this Agreement and the CentralSquare Software licenses granted herein at any time if (i) Client fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to CentralSquare, Client cures such failure within fifteen (15) days after written notice of such failure by CentralSquare or (b) in other cases, Client cures such failure(s) within thirty (30) days of such notice or in the case of failures which are curable, but not reasonably susceptible to cure within thirty (30) days, Client commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Client's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect CentralSquare's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

13.1.1 In the event of termination in accordance with paragraph 13.1 above, CentralSquare's subcontractors providing software licenses hereunder may also terminate such licenses granted to Client with respect to this Agreement.

13.2 Client may terminate this Agreement if (i) CentralSquare (or a Subcontractor) fails to comply with any material term or condition of this Agreement unless (a) CentralSquare (or the applicable Subcontractor) cures such failure within thirty (30) days after written notice thereof from Client or (b) in the case of failures not reasonably susceptible to cure within thirty (30) days, CentralSquare (or the applicable Subcontractor) commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) CentralSquare's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination and no successor or assignee is appointed who is ready, willing and able to assume and perform CentralSquare's executory obligations under this Agreement.

13.3 Upon termination, Client shall permanently remove and destroy all copies of the Software from its computer system, media, or other locations, destroy all copies of the Documentation and associated materials and certify to CentralSquare in writing that Client has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or

archival copies, or otherwise. Client shall perform these same procedures for removal and destruction of System Software and Subcontractor Software, and the associated Documentation, and so notify CentralSquare.

## **14.0 LIABILITY**

14.1 CentralSquare shall indemnify, defend, save, and hold Client harmless 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 Client for any claims or actions caused to the extent of the negligence or wrongful act of Client, 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 Client, 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.

**14.2 NOTWITHSTANDING THE FOREGOING, THE TOTAL LIABILITY OF CENTRALSQUARE FOR ANY CLAIM OR DAMAGE ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, BY WAY OF INDEMNIFICATION OR UNDER STATUTE 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 LESSER OF THE COVERAGE LIMITS OF SUCH INSURANCE OR THE AMOUNT ACTUALLY PAID TO CENTRALSQUARE OR CLIENT BY THE APPLICABLE INSURANCE CARRIER FOR SUCH DAMAGE.**

14.3 Except for actions for copyright, trade secret, or trademark infringement, no action or proceeding arising out of any claimed breach of this Agreement or transaction may be brought by either Party more than four (4) years after the cause of action has accrued.

14.4 To the extent allowed by law, Client shall indemnify and hold CentralSquare harmless 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 Client's or, its employees, agents, contractors, or any subcontractors as a result of the use or misuse of the CentralSquare Software.

**14.5 IN NO EVENT SHALL EITHER PARTY OR 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 A PARTY HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.**

## **15.0 INSURANCE**

15.1 Beginning at the start of CentralSquare's performance under this Agreement, and ending when CentralSquare is no longer providing to Client annual Software Support, CentralSquare shall maintain in force a policy of General Liability Insurance with coverage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

15.2 Upon the written request of Client, CentralSquare shall cause Client to be added as an additional insured to the above-described policy.

## **16.0 COPYRIGHT & TRADE SECRET INFRINGEMENT**

16.1 CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) to the extent due to claimed infringement by the CentralSquare Software of copyright or trade secrets, provided that Client 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 Client 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 substantially all the functionality and performance described in the Specifications remains). Client 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 Client'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 Client the CentralSquare Software license fee(s) paid by Client under this Agreement less a prorated portion of said fee(s) for Client's use of the CentralSquare Software (calculated by multiplying the ratio of the number of months of actual Use in Live Operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 14.0 herein, indemnify Client therefrom to the extent indemnification for such judgment is not provided under Client's insurance policies (unless Client is self-insured in which case the preceding clause shall not apply).

16.2 Notwithstanding the above, CentralSquare shall have no duty under this section 16.0 with respect to, and Client shall hold CentralSquare harmless from and against any claim, action or proceeding arising from or related to infringements (i) by System Software, Subcontractor Hardware or Software, or Equipment, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by or under the direction of 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 Client. This section 16.0 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.



## **17.0 DISPUTE RESOLUTION**

17.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either CentralSquare's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may take appropriate legal action.

## **18.0 SALES, USE AND PROPERTY TAX**

18.1 Unless exempt from such taxes, Client shall be solely responsible for payment or reimbursement to CentralSquare of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Client or CentralSquare. If exempt, Client shall provide to CentralSquare written evidence of such exemption. Client shall also pay any personal property taxes levied by government agencies based upon Client's use or possession of the items acquired or licensed in this Agreement.

## **19.0 SEVERABILITY**

19.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

## **20.0 FORCE MAJEURE/EXCUSABLE DELAY**

20.1 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, 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 its reasonable control), the actions or omissions of the other Party or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond the Party's reasonable control ("Excusable Delay" herein). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

## **21.0 CONSTRUCTION AND HEADINGS**

21.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

## **22.0 WAIVER**

22.1 The failure or delay of any Party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either Party to enforce each and every provision.

22.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

## **23.0 ENTIRE AGREEMENT**

23.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

## **24.0 APPLICABLE LAW**

24.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

## **25.0 ASSIGNMENT**

25.1 Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee.

## **26.0 NOTICES**

26.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:  
Long Beach PD  
400 W. Broadway,

To CentralSquare:  
CentralSquare  
1000 Business Center Drive

Long Beach, CA 90802  
Attn: Anna Reyes

Lake Mary, FL 32746  
Attn: Contracts

## **27.0 ORDER OF PRECEDENCE**

27.1 The following documents shall comprise the Agreement between the Parties concerning the subject matter of this Agreement, and in the event of any dispute arising from or related to this Agreement, shall have the following order of precedence:

A. This Agreement and all Addenda and other documents attached to or incorporated by reference herein. In the event of a conflict between this Agreement and an Addendum, this body of this Agreement shall take precedence;

B. The applicable Client approved OSDs, IRDs, IFCDs and FTs.

## **28.0 OTHER ENTITIES**

28.1 The parties agree that for a period of two (2) years from the Effective Date of this Agreement, other public entities within the State of California may use this Agreement 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: Pricing, Payment Terms, and System Acceptance. 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.

## **29.0 GENERAL TERMS**

29.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either Party except as provided in the ASSIGNMENT section of this Agreement.

29.2 This Agreement shall not become a binding contract until signed by an authorized officer of each Party, and it is effective as of the date so signed.

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

29.4 The provisions contained herein shall not be construed in favor of or against either Party because that Party or its counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.

29.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

System Purchase Agreement

29.6 A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

29.7 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

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

APPROVED AS TO FORM

June 25, 2020  
CHARLES PARKIN, City Attorney

By [Signature]  
SARAH E. GREEN  
DEPUTY CITY ATTORNEY

CLIENT

Linda F. Tatum  
Accepted By (Signature)  
EXCEPT AS OTHERWISE PROVIDED  
TO SECTION 901 OF  
THE CITY CHARTER.

LINDA F. TATUM  
Printed Name

ASSISTANT CITY MANAGER  
Title

June 25, 2020  
Date

CENTRALSQUARE

[Signature]  
Accepted By (Signature)

DANILO GARGIULO  
Printed Name

SVP  
Title

6/24/2020  
Date

**ADDENDUM A**

**PROPRIETARY INFORMATION**<sup>1</sup>

**STATEMENT OF WORK  
WITH ATTACHED APPLICABLE SUBCONTRACTOR STATEMENTS OF WORK  
WHICH ARE INCORPORATED HEREIN BY REFERENCE**

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<sup>1</sup> THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF CENTRALSQUARE. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF CENTRALSQUARE.

## ADDENDUM B

### PROPRIETARY INFORMATION<sup>1</sup>

#### PRICING INCLUDING LINE ITEM LICENSE COUNTS & PAYMENT TERMS

##### *CentralSquare Software License Fee(s)*

Records Enterprise Software License Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Records Enterprise Accident	\$13,068.00	1	\$13,068.00	\$0.00	\$13,068.00
Records Enterprise Concurrent User License	\$1,350.00	383	\$517,050.00	\$0.00	\$517,050.00
Records Enterprise Standard Coplogic Desk Officer Reporting Solution Interface	\$12,750.00	1	\$12,750.00	\$0.00	\$12,750.00
Records Enterprise Evidence and Barcoding	\$13,070.00	1	\$13,070.00	\$0.00	\$13,070.00
Records Enterprise GIS - Test or Training System	\$0.00	1	\$0.00	\$0.00	\$0.00
Records Enterprise GIS (Without CAD)	\$18,700.00	1	\$18,700.00	\$0.00	\$18,700.00
Records Enterprise Reporting Server License	\$2,500.00	1	\$2,500.00	\$0.00	\$2,500.00
Records Enterprise Server Software (D - 251-550 Users)	\$100,000.00	1	\$100,000.00	\$0.00	\$100,000.00
Records Enterprise Test or Training System	\$0.00	1	\$0.00	\$0.00	\$0.00
NCIC/State Software Records Enterprise Concurrent User	\$500.00	38	\$19,000.00	\$0.00	\$19,000.00
CentralSquare Message Switch	\$22,000.00	1	\$22,000.00	\$0.00	\$22,000.00
CentralSquare Message Switch Query Builder	\$20,000.00	1	\$20,000.00	\$0.00	\$20,000.00
CentralSquare Message Switch Additional Provider - CAL Photo	\$7,500.00	1	\$7,500.00	\$0.00	\$7,500.00
CentralSquare Message Switch Additional Provider - CCHRS	\$7,500.00	1	\$7,500.00	\$0.00	\$7,500.00
CentralSquare Message Switch Additional Provider - Experian TLO	\$7,500.00	1	\$7,500.00	\$0.00	\$7,500.00
CentralSquare Message Switch Additional Transaction - CAL Photo	\$3,500.00	1	\$3,500.00	\$0.00	\$3,500.00
CentralSquare Message Switch Additional Transaction - CCHRS	\$3,500.00	1	\$3,500.00	\$0.00	\$3,500.00
CentralSquare Message Switch Additional Transaction - Experian TLO	\$3,500.00	1	\$3,500.00	\$0.00	\$3,500.00
Standard Axon Interface	\$19,500.00	1	\$19,500.00	\$0.00	\$19,500.00
CAL Gang Interface	\$19,500.00	1	\$19,500.00	\$0.00	\$19,500.00
Citation Importer - California*	\$12,750.00	1	\$12,750.00	\$0.00	\$12,750.00
Laserfiche Interface	\$19,500.00	1	\$19,500.00	\$0.00	\$19,500.00
LIMS Interface	\$12,750.00	1	\$12,750.00	\$0.00	\$12,750.00
Long Beach COAST- Tyler MUNIS Interface	\$19,500.00	1	\$19,500.00	\$0.00	\$19,500.00
CA SWITRS Export	\$25,000.00	1	\$25,000.00	\$0.00	\$25,000.00

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Vigilant LEARN Interface	\$12,750.00	1	\$12,750.00	\$0.00	\$12,750.00
CSAR Interface	\$19,500.00	1	\$19,500.00	\$0.00	\$19,500.00
County Citations Export	\$12,750.00	1	\$12,750.00	\$0.00	\$12,750.00
Warrants Interface	\$15,000.00	1	\$15,000.00	\$0.00	\$15,000.00
Lexis Nexus e-Commerce Export	\$12,750.00	1	\$12,750.00	\$0.00	\$12,750.00

*Records Enterprise Software License Fee(s) Subtotal: \$972,388.00*

\*estimate to be re-visited once LBPD vendor is selected

Jail Enterprise Software License Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Jail Enterprise Server Software (Site License)	\$36,590.00	1	\$36,590.00	\$0.00	\$36,590.00
Jail Enterprise Concurrent User (Site License)	\$17,000.00	1	\$17,000.00	\$0.00	\$17,000.00
Jail Enterprise – GUARDIAN RFID Interface (Import and Export)	\$7,510.00	1	\$7,510.00	\$0.00	\$7,510.00
Jail Enterprise – LARCIS Interface (Export)	\$15,000.00	1	\$15,000.00	\$0.00	\$15,000.00
Jail Enterprise - N-DEX Adapter (IB IEPD) [included]	\$0.00	1	\$0.00	\$0.00	\$0.00
Jail Enterprise - Standard Time Synchronization Interface [included]	\$0.00	1	\$0.00	\$0.00	\$0.00
Jail Enterprise - Standard Video Visitation Interface (Export)	\$6,010.00	1	\$6,010.00	\$0.00	\$6,010.00
Jail Enterprise Core [included]	\$0.00	1	\$0.00	\$0.00	\$0.00
Jail Enterprise Core Advanced [included]	\$0.00	1	\$0.00	\$0.00	\$0.00
Jail Enterprise Financial Core [included]	\$0.00	1	\$0.00	\$0.00	\$0.00
Jail Enterprise Personnel Core [included]	\$0.00	1	\$0.00	\$0.00	\$0.00
Jail Enterprise Reporting Core [included]	\$0.00	1	\$0.00	\$0.00	\$0.00
Jail Enterprise Reporting Universal Interface Engine [included]	\$0.00	1	\$0.00	\$0.00	\$0.00
Jail Enterprise Site License Fee	\$7,513.00		\$7,513.00	\$0.00	\$7,513.00

*Jail Enterprise Software License Fee(s) Subtotal: \$89,623.00*

**CentralSquare Software License Fee(s) Total: \$1,062,011.00**

**CentralSquare Implementation Service Fee(s)**

Records Enterprise Implementation Service Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Records Enterprise 3-Day Workshop and Consultation	\$4,200.00	5	\$21,000.00	\$0.00	\$21,000.00
Records Enterprise Administration Review and Training - (D - 251-550 concurrent users)	\$7,000.00	1	\$7,000.00	\$0.00	\$7,000.00
Records Enterprise Business Analysis and Consultation Services (180 Hours) (D 251-550 Users)	\$31,500.00	1	\$31,500.00	\$0.00	\$31,500.00
Records Enterprise Validation and Readiness Workshop	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
Records Enterprise End User Training - Civil & Warrants (2 days)	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
Records Enterprise End User Training - Field Officers (2 Days)	\$4,200.00	2	\$8,400.00	\$0.00	\$8,400.00
Records Enterprise End User Training - Investigations (2 Days)	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00

System Purchase Agreement

Records Enterprise Output Designer Workshop 3 Day	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
Records Enterprise Post Go Live System Optimization and Advanced Configuration Workshop (3 Days at the Customer Site)	\$5,600.00	1	\$5,600.00	\$0.00	\$5,600.00
Records Enterprise Property and Evidence Workshop (3 Days)	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
Records Enterprise Reporting Server Configuration	\$2,100.00	1	\$2,100.00	\$0.00	\$2,100.00
Records Enterprise Routing/GIS Server Implementation	\$6,300.00	3	\$18,900.00	\$0.00	\$18,900.00
Records Enterprise Server Installation and Configuration	\$7,700.00	3	\$23,100.00	\$0.00	\$23,100.00
Records Enterprise Standard Functional Acceptance and Integration Testing - (D - 251-500 users)	\$10,500.00	1	\$10,500.00	\$0.00	\$10,500.00
Records Enterprise System Orientation and Analysis - (D - 251 - 550 users)	\$21,000.00	1	\$21,000.00	\$0.00	\$21,000.00
Records Enterprise Train-The-Trainer Training (1 Day)	\$1,400.00	1	\$1,400.00	\$0.00	\$1,400.00
Records Enterprise User Training - Records (2 Days)	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
Onsite Go Live Support Services for Records Enterprise (8 Hour Coverage for 2 Days - Single Shift Per Day, Two People Per Shift)	\$8,000.00	2	\$16,000.00	\$0.00	\$16,000.00
Remote Implementation Services for Records Enterprise GIS	\$2,500.00	3	\$7,500.00	\$0.00	\$7,500.00
Report Writing Training (3 days)	\$4,200.00	2	\$8,400.00	\$0.00	\$8,400.00
WebRMS Data Conversion - Combined Standard Conversion (Includes: Cases, Incidents, Arrests, Warrants, Evidence, And Masters) - Agency extracts/fills intermediate database	\$49,000.00	1	\$49,000.00	\$0.00	\$49,000.00
WebRMS Data Conversion – Attachments (add on to Combined Standard Conversion)	\$7,875.00	1	\$7,875.00	\$0.00	\$7,875.00
WebRMS Data Conversion – Citations (add on to Combined Standard Conversion)	\$7,875.00	1	\$7,875.00	\$0.00	\$7,875.00
WebRMS Data Conversion – Field Interviews (add on to Combined Standard Conversion)	\$7,875.00	1	\$7,875.00	\$0.00	\$7,875.00
Data Conversion - Other Event Module - One Personnel Form with 51 Fields	\$17,850.00	1	\$17,850.00	\$0.00	\$17,850.00
TC CAD Reformatter Updates to support JDIC/CLETS Queries	\$26,000.00	1	\$26,000.00	\$0.00	\$26,000.00
Services to Move TC DB to SQL DB	\$2,800.00	1	\$2,800.00	\$0.00	\$2,800.00
WebRMS Data Conversion – Calls for Service (add on to Combined Standard Conversion)	\$17,500.00	2	\$35,000.00	\$0.00	\$35,000.00

*Records Enterprise Implementation Service Fee(s) Subtotal: \$361,875.00*

Jail Enterprise Implementation Service Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Jail Enterprise Configuration and Business Process Review (BPR)	\$5,565.00	1	\$5,565.00	\$0.00	\$5,565.00
Jail Enterprise Data Conversion	\$18,000.00	1	\$18,000.00	\$0.00	\$18,000.00
Jail Enterprise Functional Testing	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
Jail Enterprise Go Live Support	\$5,565.00	1	\$5,565.00	\$0.00	\$5,565.00
Jail Enterprise Project Manager	\$10,388.00	1	\$10,388.00	\$0.00	\$10,388.00
Jail Enterprise Training	\$2,783.00	1	\$2,783.00	\$0.00	\$2,783.00

*Jail Enterprise Implementation Service Fee(s) Subtotal: \$46,501.00*

IQ Implementation Service Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
CDP Project Management	\$875.00	1	\$875.00	\$875.00	\$0.00
CDP Setup and Conversion Services	\$1,100.00	1	\$1,100.00	\$1,100.00	\$0.00

System Purchase Agreement



IQ CrimeView Advanced Reports T2 Subscription Professional Services	\$14,437.50	1	\$14,437.50	\$0.00	\$14,437.50
IQ CrimeView Dashboard T2 Subscription Professional Services	\$35,063.00	1	\$35,063.00	\$0.00	\$35,063.00
IQ Setup and Conversion Services	\$1,100.00	1	\$1,100.00	\$0.00	\$1,100.00
IQ Search Admin Training (Remote)	\$700.00	1	\$700.00	\$0.00	\$700.00
IQ Search End User Training (Remote)	\$700.00	1	\$700.00	\$0.00	\$700.00

*Inform IQ Implementation Service Fee(s) Subtotal:* **\$52,000.50**

**CentralSquare Implementation Service Fee(s) Total:** **\$460,376.50**

**Project Related Fee(s)**

Product Name	Unit Price	Qty	Total Price
Project Management	\$212,625.00	1	\$212,625.00
RMS Fixed Fee Travel Expenses	\$70,492.50	1	\$70,492.50
Jail Fixed Fee Travel Expenses	\$19,860.00	1	\$19,860.00

**Project Related Fee(s) Total:** **\$302,977.50**

**Hardware**

Product Name	Unit Price	Qty	List Price	Discount	Total Price
Jail Enterprise Production Server (Physical Server, OS, DBMS, Installation & Testing)	\$13,360.00	1	\$13,360.00	\$0.00	\$13,360.00
Jail Enterprise Training/Testing Server (Physical Server, OS, DBMS, Installation & Testing)	\$9,576.00	1	\$9,576.00	\$0.00	\$9,576.00
Jail Enterprise Warm Standby Server (Physical Server, OS, DBMS, Installation & Testing)	\$12,024.00	1	\$12,024.00	\$0.00	\$12,024.00
Records Enterprise System Hardware - Primary Site	\$377,353.62	1	\$377,353.62	\$0.00	\$377,353.62
Shipping - Primary Site	\$2,168.88	1	\$2,168.88	\$0.00	\$2,168.88
System Integration Fee - Primary Site	\$75,471.00	1	\$75,471.00	\$0.00	\$75,471.00

**Hardware Total:** **\$489,953.50**

**Third-Party Solutions**

Product Name	Unit Price	Qty	List Price	Discount	Total Price
Easy Street Draw Web v. 6.5 500 Sworn Officers	\$64,350.00	1	\$64,350.00	\$0.00	\$64,350.00

**Third-Party Solutions Total:** **\$64,350.00**

*CentralSquare RMS Migration Credit – requires contract execution by 6/30/2020\*:* -453,319.00

System Purchase Agreement

<i>Discount on Records Y1 Maintenance – requires contract execution by 6/30/2020*:</i>	-150,859.84
<i>CentralSquare Jail Migration Credit – requires contract execution by 6/30/2020*:</i>	-37,565.00
<i>Discount on Jail Y1 Maintenance – requires contract execution by 6/30/2020*:</i>	-21,574.52

\*requires the City maintain a current support agreement for the legacy system through Go Live of the proposed system.

<b>Project Total: \$1,716,350.14</b>
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**Recurring Fee(s) (Year 1)**

Product Name	Unit Price	Qty	Total Price
CDP Crimemapping.com	\$1,200.00	1	\$0.00
CDP Search (1-10 Users)	\$1,100.00	1	\$0.00
IQ CrimeView Advanced Reports T2 (450K to 1M, up to 25 Users)	\$14,500.00	1	\$14,500.00
IQ CrimeView Dashboard T2 (450K to 1M) Subscription	\$18,500.00	1	\$18,500.00
IQ Search (A - 1-10 Concurrent Users) One Year Subscription	\$2,200.00	1	\$2,200.00
eGroup System Support (1 year at \$7,410.00/month)	\$88,920.00	1	\$88,920.00

**Recurring Fee(s) (Year 1): \$124,120.00**

**Annual Maintenance Fee(s) (Year 1)**

Product Name	Support Level	Total Price
CA SWITRS Export	24 x 7	\$5,500.00
CAL Gang Interface	24 x 7	\$4,290.00
CentralSquare Message Switch	24 x 7	\$4,840.00
CentralSquare Message Switch Additional Provider - CAL Photo	24 x 7	\$1,650.00
CentralSquare Message Switch Additional Provider - CCHRS	24 x 7	\$1,650.00
CentralSquare Message Switch Additional Provider - Experian TLO	24 x 7	\$1,650.00
CentralSquare Message Switch Additional Transaction - CAL Photo	24 x 7	\$770.00
CentralSquare Message Switch Additional Transaction - CCHRS	24 x 7	\$770.00
CentralSquare Message Switch Additional Transaction - Experian TLO	24 x 7	\$770.00
CentralSquare Message Switch Query Builder	24 x 7	\$4,400.00
Citation Importer - California	24 x 7	\$2,805.00
County Citations Export	24 x 7	\$2,805.00
CSAR Interface	24 x 7	\$4,290.00
Easy Street Draw Web v. 6.5 500 Sworn Officers		\$18,070.00
Inform Jail Server Software (B - 11-20 Users)	24 x 7	\$8,049.80
Inform Jail User	24 x 7	\$3,740.00
Jail Enterprise - GUARDIAN RFID Interface (Import and Export)	24 x 7	\$1,652.20
Jail Enterprise - LARCIS Interface (Export)	24 x 7	\$3,300.00
Jail Enterprise - Video Visitation Interface (Export)	24 x 7	\$1,322.20
Jail Enterprise Production Server (Physical Server, OS, DBMS, Installation & Testing)	24 x 7	\$2,939.20
Jail Enterprise Site License	24 x 7	\$1,652.86
Jail Enterprise Training/Testing Server (Physical Server, OS, DBMS, Installation & Testing)	24 x 7	\$2,106.72
Jail Enterprise Warm Standby Server (Physical Server, OS, DBMS, Installation & Testing)	24 x 7	\$2,645.28
Laserfiche Interface	24 x 7	\$4,290.00
LIMS Interface	24 x 7	\$2,805.00
Long Beach COAST- Tyler MUNIS Interface	24 x 7	\$4,290.00
NCIC/State Software Records Enterprise Concurrent User	24 x 7	\$4,180.00
Records Enterprise Accident	24 x 7	\$2,874.96
Records Enterprise Concurrent User License	24 x 7	\$113,751.00
Records Enterprise Coplogic Desk Officer Reporting Solution Interface	24 x 7	\$2,805.00
Records Enterprise Evidence and Barcoding	24 x 7	\$2,875.40
Records Enterprise GIS (Without CAD)	24 x 7	\$4,114.00
Records Enterprise GIS Test/Training Maintenance 8 x 5		\$2,020.00
Records Enterprise Reporting Server License	24 x 7	\$550.00
Records Enterprise Server Software (D - 251-550 Users)	24 x 7	\$22,000.00

System Purchase Agreement

**Annual Maintenance Fee(s) (Year 1)**

Product Name	Support Level	Total Price
Records Enterprise Test or Training System Maintenance		\$3,240.00
Standard Axon Interface	24 x 7	\$4,290.00
Vigilant LEARN Interface	24 x 7	\$2,805.00
Warrants Interface	24 x 7	\$3,300.00
Lexis Nexus e-Commerce Export	24 x 7	\$2,805.00

**Annual Maintenance Fee(s) (Year 1) Total: \$264,663.62**

<b>Project Total + Y1 Support/Recurring:</b> <b>\$2,105,133.76</b>
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Estimated Sales Tax: (State: at 10.25%)	Subtotal: \$2,105,133.76
	Sales Tax Amount: \$42,262.15

<b>Quote Total: \$2,147,395.91</b>
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**Optional Items**

Product Name	Unit Price	Qty	Total Price
<b>Records System Hardware</b>			
eGroup System Support - Onsite Visit (does not include travel costs to be billed separately)	\$4,680.00	1	\$4,680.00
<b>Go Live Support</b>			
Onsite Go Live Support Services for Inform RMS (8 Hour Coverage for 2 Days - Single Shift Per Day, Two People Per Shift)	\$8,000.00	1	\$8,000.00
Additional Fixed-Fee Travel for Go Live Support	\$4,940.00	1	\$4,940.00

Optional Item pricing is valid for twelve months from the date of Contract execution.

Payment Terms	%	Amount Due
Due at Contract Signing	10	\$123,751.76
Due at Installation of Records & Jail Enterprise Server Software	20	\$247,503.53
Due at completion of Records Enterprise Validation and Readiness Workshop	26	\$320,517.07
Due at completion of Pre-Go Live End User Training Phase 1	15	\$185,627.65
Due at Go Live Phase 1	15	\$185,627.65
Due at Acceptance Phase 1	10	\$123,751.76
Due at Go Live of Phase 2 Interfaces**	4	\$50,690.00
Due at Go Live of Phase 2 Interfaces Annual Support**	100	\$44,607.20
Hardware & Third-Party Software due at time of order	100	\$521,094.65
Annual Support and Recurring Fees Due at Go Live Phase 1	100	\$344,176.42

**Project Total Including Year 1 Support & Recurring Fees:**

**\$2,147,395.91**

\*Percentages are calculated on Project Total excluding Hardware, Third-Party and Annual Support Fees

\*\*Since each of the custom interface Go Lives will occur on different dates, then billing may occur multiple times for either individual or bundled custom interfaces.

## INSTALLATION AT DESIGNATED LOCATION AND SHIPPING INSTRUCTIONS

Deliver To:

Long Beach Police Department  
400 W. Broadway,  
Long Beach, CA 90802

**ADDENDUM C**

**PROPRIETARY INFORMATION**<sup>1</sup>

**SUBSCRIPTION SERVICE LICENSE & USE AGREEMENT  
(IF APPLICABLE)**

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**ADDENDUM D**

**PROPRIETARY INFORMATION**<sup>1</sup>

**SUBCONTRACTOR SOFTWARE, HARDWARE & SERVICES  
(ATTACHED IF APPLICABLE)**

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## **ADDENDUM E**

### **PROPRIETARY INFORMATION**<sup>1</sup>

#### **SUBCONTRACTOR LICENSE, WARRANTY & SUPPORT AGREEMENTS (ATTACHED IF APPLICABLE)**

NOTE: Additional Client responsibilities regarding licensing requirements for System Software for continued maintenance, including system expansion, are provided in the System Planning Document.

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**ADDENDUM F**

**PROPRIETARY INFORMATION**<sup>1</sup>

**SYSTEM PLANNING DOCUMENT**

**(TO BE PROVIDED AS A PROJECT DELIVERABLE)**

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**ADDENDUM G**

**PROPRIETARY INFORMATION**<sup>1</sup>

MASTER THREE PARTY SOURCE CODE ESCROW AGREEMENT  
(ATTACHED IF APPLICABLE)

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**CENTRAL SQUARE**  
**TECHNOLOGIES**

CentralSquare Technologies  
1000 Business Center Dr.  
Lake Mary, FL 32746  
Phone: 407.304.3235  
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# **SOFTWARE SUPPORT AGREEMENT**

**LONG BEACH POLICE DEPARTMENT**

**SOFTWARE SUPPORT AGREEMENT  
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# SOFTWARE SUPPORT AGREEMENT

35548

**Client:** Long Beach Police Department  
**Address:** 400 W. Broadway,  
**City, State, Zip:** Long Beach, CA 90802  
**Phone:** (562) 570-7260  
**Contact Name:** Anna Reyes

This Agreement is made by and between CentralSquare Technologies, LLC referred to herein as “CentralSquare”, with offices at 1000 Business Drive, Lake Mary, FL 32746 and Client named above, referred to herein as “Client”.

A. WHEREAS, CentralSquare and Client have entered into a System Purchase Agreement (the “Purchase Agreement”); and

B. WHEREAS, this Software Support Agreement (this “Agreement”) is entered into to provide Software Support for the CentralSquare Software for a period of one year, subject to annual renewal thereafter; and

C. WHEREAS, during the initial term of this Agreement, CentralSquare shall act as the Prime Contractor for maintenance of the System and shall provide the single point of contact with the Client as further defined herein;

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, CentralSquare and Client agree as follows:

## 1.0 DEFINITIONS

1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

## 2.0 TERM AND TERMINATION

2.1 The initial term of Software Support services provided under this Agreement shall begin at first Go Live for the CentralSquare Software and end twelve (12) months thereafter. Software Support for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. Following the initial term, either party may terminate this Agreement upon written notice to the other party ninety (90) days prior to the end of the then current annual support term. Provided that notice of termination has not been provided, on or before the expiration of the then current support term, and at each annual anniversary

thereof, CentralSquare shall provide to Client a Software Support 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 Client.

2.2 Following the initial term of this Agreement, either party shall have the option, upon prior written notice as provided in this section, to terminate support and maintenance for applicable Subcontractor Software which is provided through CentralSquare as the Prime Contractor. In such event the Client shall enter directly into Support Agreement(s) with the individual Subcontractor(s). In order to provide continuity of support, either party shall notify the other party at least ninety (90) days prior to the end of the initial term of this Agreement of its intentions for continuation through CentralSquare as the Prime Contractor of support and maintenance for such Subcontractor Software. Support for Subcontractor Software if applicable under this Agreement will be provided in accordance with the applicable Subcontractor's terms for support which are attached hereto at Addendum C.

2.3 Either party may terminate this Agreement upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Agreement, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other party's business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by one Party to the other Party within ninety (90) days' prior to the end of the then current support term.

### **3.0 SUPPORT FEE(S)**

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement are established based on the software licenses purchased under the System Purchase Agreement. The Software Support fee for the first renewal term shall be the amount specified in Addendum A hereto, subject to the adjustments as described in 3.2.

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

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by CentralSquare for support services provided at Client's site or other locations remote from CentralSquare's principal place of business. Such expenses shall be paid by Client on receipt of CentralSquare's invoice for such expenses. Travel costs submitted for reimbursement will be actual costs, plus a five percent (5%) administrative fee.

3.4 If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at CentralSquare's then current rates for such services, shall also be the responsibility of the Client. Client 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 client base and fairly shared by all CentralSquare Software users.

3.5 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 fifteen (15) days after their due date until paid. Failure to pay annual Software Support fees when due may result in a notice of termination in accordance with section 2.3.

**Remittance Address for Payments Only:**

CentralSquare Technologies  
P.O. Box 203223  
Dallas, TX 75320-3223

3.5.1 Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Client requests to pay by wire transfer or ACH.

3.6 Except for taxes for which Client 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 Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

#### **4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT**

4.1 CentralSquare will provide support services as more fully described in Addendum B.

4.2 Client shall appoint a principal point of contact with a level of knowledge of the CentralSquare Software and Client's computer environment to manage the reporting of Software Errors to CentralSquare in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. CentralSquare reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

4.3 At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party's supervisor, manager, or executive as applicable for

corrective action. A party's failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with section 2.3 herein.

## **5.0 SOFTWARE ERROR CORRECTION AND ACCESS**

5.1 If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the CentralSquare Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify CentralSquare pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by CentralSquare. Upon notification of a reported Software Error, CentralSquare shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If CentralSquare is unable to reproduce the Software Error at CentralSquare's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by CentralSquare. CentralSquare will provide onsite assistance if the Client and CentralSquare determine that it is necessary for CentralSquare personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the CentralSquare Software, CentralSquare will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the CentralSquare Software Client shall reimburse CentralSquare for its travel expenses incident to the on-site visit, as well as CentralSquare's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

5.2 CentralSquare maintains a Security program for managing access to Client 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 Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

5.3 If required by the Client, 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 Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client'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.

## **6.0 SOFTWARE UPDATES**

6.1 From time to time at CentralSquare's discretion, Updates to the CentralSquare Software and CentralSquare Documentation will be developed and provided to Client. All Updates to the CentralSquare Software and CentralSquare Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed CentralSquare



Software thereunder. (Updates do not include new software products or separate modules or functions that are separately licensed and priced.)

## 7.0 LIMITATIONS

7.1 Software Support for the CentralSquare Software shall be subject to and conditional on Client's implementation and use of a version of the CentralSquare Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, CentralSquare shall only be obligated to provide Software Support for Client's version of the CentralSquare Software for a period of twelve (12) months thereafter.

7.2 CentralSquare shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, CentralSquare shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1 Problems in the CentralSquare Software are caused by modification of the CentralSquare Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party.

7.3.2 Problems in the CentralSquare Software are caused by the CentralSquare Software not being used in accordance with the CentralSquare Documentation, or other instructions provided by CentralSquare, or by misuse or neglect.

7.3.3 Problems in the CentralSquare Software are caused by software not provided by CentralSquare, not approved by CentralSquare in writing or not specified as compatible in the CentralSquare Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

7.3.4 Problems in the CentralSquare Software are caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the CentralSquare Documentation.

7.3.5 Problems in the CentralSquare Software are caused by one or more computer viruses that have not been introduced into Client's system by CentralSquare. Client shall maintain up-to-date virus checking software in accordance with CentralSquare Documentation and shall check all software received from CentralSquare or any other person or entity for viruses before introducing that software into any part of the CentralSquare System. If desired by Client, CentralSquare will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by CentralSquare, CentralSquare will provide a virus-free copy of the CentralSquare Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the CentralSquare System in accordance with CentralSquare Documentation.

7.3.6 Problems in the CentralSquare Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.

7.3.7 Problems in the CentralSquare Software are caused by Equipment or software provided by Client or third parties with which the CentralSquare Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by CentralSquare, it shall, before loading such software, follow the procedures regarding third party software compatibility in the CentralSquare Documentation, and contact the CentralSquare Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by CentralSquare with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release CentralSquare from any obligations or liabilities related to operation or performance of the System, the CentralSquare Software, Subcontractor Software, or any other item provided by CentralSquare under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

7.5 CentralSquare Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by CentralSquare and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, CentralSquare shall be under no obligation, express or implied, with respect to such Third Party Changes.

7.6 Problems in the CentralSquare Software or transmission of data caused by wireless services are not warranted by CentralSquare, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

7.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

## **8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE**

8.1 Maintenance and support for Equipment provided under the Purchase Agreement (except as otherwise stated therein) is not included under this Agreement. However, since proper

computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the CentralSquare Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact CentralSquare using the procedures described in Addendum B. CentralSquare shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, CentralSquare is not and shall not be a party to such third party maintenance agreements nor shall CentralSquare have any obligation or liability thereunder.

8.1.1 Inform Jail, as further defined in Addendum B, will be installed on server(s) maintained by CentralSquare.

8.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto at Addendum C if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact CentralSquare using the procedures described in Addendum B. CentralSquare shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a CentralSquare Software issue or an issue with a Third Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, CentralSquare will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led CentralSquare to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the CentralSquare Software and are not caused by a Client specific installation or configuration of the O/S, CentralSquare will work with Microsoft to coordinate the resolution. Notwithstanding the above, CentralSquare is not and shall not be a party to such third party maintenance agreements nor shall CentralSquare have any obligation or liability thereunder.

## **9.0 LIMITATION OF LIABILITY**

9.1 The total liability of CentralSquare for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to CentralSquare for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or

property damage for which defense and indemnity coverage is provided by CentralSquare's insurance carrier(s), the coverage limits of such insurance.

**9.2 IN NO EVENT SHALL CENTRALSQUARE 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 THE USE OR NON-USE OF THE CENTRALSQUARE SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.**

## **10.0 DISPUTE RESOLUTION**

10.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either CentralSquare's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

## **11.0 SEVERABILITY**

11.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

## **12.0 FORCE MAJEURE/EXCUSABLE DELAY**

12.1 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, 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 to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

## **13.0 CONSTRUCTION AND HEADINGS**

13.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

## **14.0 WAIVER**

14.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

14.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

## **15.0 ENTIRE AGREEMENT**

15.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

## **16.0 APPLICABLE LAW**

16.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

## **17.0 ASSIGNMENT**

17.1 Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee.

## **18.0 NOTICES**

18.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:  
Long Beach PD  
400 W. Broadway,  
Long Beach, CA 90802  
Attn: Anna Reyes

To CentralSquare:  
CentralSquare Technologies  
1000 Business Center Drive,  
Lake Mary, FL 32746  
Attn: Contracts

## 19.0 GENERAL TERMS

19.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

19.2 This Agreement shall not become a binding contract until signed by an authorized officer of both parties, and it is effective as of the date so signed.

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

19.4 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.

19.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

19.6 A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.

19.7 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

**19.8 EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION, BUSINESS FORM OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.**

EXECUTED PURSUANT  
TO SECTION 901 OF  
THE CITY CHARTER.

**LONG BEACH POLICE  
DEPARTMENT**

Linda F. Totum  
Accepted By (Signature)

LINDA F. TOTUM  
Printed Name

ASSISTANT CITY MANAGER  
Title

June 25, 2020  
Date

**CENTRALSQUARE**

[Signature]  
Accepted By (Signature)

DANILO GARGIULO  
Printed Name

S.V.P  
Title

6/24/2020  
Date

**APPROVED AS TO FORM**

June 25, 2020  
**CHARLES PARKIN, City Attorney**

By [Signature]  
**SARAH E. GREEN  
DEPUTY CITY ATTORNEY**

## ADDENDUM A

### SUPPORT FEES

Support fees for the initial term beginning at first Go Live for the CentralSquare Software and ending twelve (12) months thereafter, are included under the Contract Price in the System Purchase Agreement.

Prior to the end of the then current support term, and each subsequent annual support term, CentralSquare will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the CentralSquare Software licenses granted to Client will result in an increase in the Software Support fee.

CentralSquare's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to CAD Mapping or Mobile Mapping fees.

#### Option:

As further defined in Addendum B hereto, standard Software Support for Inform RMS, Inform Jail and Inform Fire applications is provided on an 8x5 basis. Support fees for 8x5 support is calculated at a lesser rate than 24x7 support. However, as an optional upgrade, Client may purchase Software Support for these CentralSquare Software applications on a 24x7 basis (this option is not available for CrimeView or FireView) with the applicable adjustment in support fee. **If this option has been chosen, check the box below:**

**Optional Support Upgrade to 24x7 for Inform RMS**      Yes

**Optional Support Upgrade to 24x7 for Inform Jail**      Yes

**Optional Support Upgrade to 24x7 for Inform Fire**      Yes



## ADDENDUM B

### SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

(1) All CentralSquare Software Errors reported by Client's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Client may elect to downgrade the urgency of the issue if the operational impact is not severe. The Client may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from CentralSquare's Customer Service Group.

(2) If Client determines a Software Error exists, Client shall immediately notify CentralSquare by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by CentralSquare.

**Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.**

Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through CentralSquare's Support website via the Customer Service portal on CentralSquare's website.

(3) "Normal Customer Service Hours" (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding CentralSquare holidays.

(4) The main support line will be answered by CentralSquare's Customer Service Department, or CentralSquare's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the CentralSquare operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to CentralSquare's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to support@CentralSquare.com.

(7) CentralSquare has approved Bomgar as the sole primary form of support connectivity for CentralSquare's software applications. Bomgar provides for passwords, advanced authentication, encryption and logging that meet or exceed FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. The Client has access to log information through the CentralSquare support ticket management system Client portal on CentralSquare's website. Backup support connectivity is also required. The Client will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Client's team to assist in troubleshooting.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below. If requested or specified in the response time criteria below, a CentralSquare representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to CentralSquare in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

- a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Client may request escalation of the issue in accordance with the CentralSquare Documentation.

(9) **Priorities and Support Response Matrix**

The following priority matrix relates to software errors resulting from the CentralSquare Software as further defined in this Agreement. Causes related 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 Agreement.

## Inform RMS, Inform Fire

Priority	Issue Definition	Response Time
<p><b>Priority 1 – Critical Priority</b></p>	<p>Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following:</p> <ul style="list-style-type: none"> <li>• Inform RMS, or Inform Fire server software inoperative</li> <li>• Loss of ability for all Inform RMS, or Inform Fire users to log on to system</li> <li>• Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are non-functional disabling Inform RMS, or Inform Fire workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, and Inform Fire is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.</i></p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<p><b>Priority 2 – Urgent Priority</b></p>	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system</li> <li>• Unable to book or release inmates</li> </ul> <p>A significant number of the Inform RMS, or Inform Fire workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS, or Inform Fire workstations). These Software Errors are defined in more detail in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS,, and Inform Fire is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 800.987.0911.</i></p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response</p>

Priority	Issue Definition	Response Time
<b>Priority 3 - High Priority</b>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Inform RMS, or Inform Fire function. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>Loss of Non-Critical Data (with “Non-Critical” being defined as not causing an error classified as a P1 or P2 error (above).</li> <li>NIBRS State reporting issues that cause agency reports to exceed State error submission limits</li> <li>UCR reporting multiple occurrence of inaccurate data</li> </ul> <p>A significant number of Inform RMS or Inform Fire workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>High Priority issues may also be reported via <a href="mailto:CH_ClientServicesTriage@CentralSquare.com">CH_ClientServicesTriage@CentralSquare.com</a>.</p> <p>High Priority issues are not managed after Normal Customer Service Hours.</p>
<b>Priority 4 – Medium Priority</b>	<p>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. This includes system administrator functions.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Medium Priority issues may also be reported via <a href="mailto:CH_ClientServicesTriage@CentralSquare.com">CH_ClientServicesTriage@CentralSquare.com</a>.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>
<b>Priority 5 – Low Priority</b>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Low Priority issues may also be reported via <a href="mailto:CH_ClientServicesTriage@CentralSquare.com">CH_ClientServicesTriage@CentralSquare.com</a>.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Critical Priority</b>	<p>CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.</p>	<p>CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>

Priority	Resolution Process	Resolution Time
<b>Priority 2 – Urgent Priority</b>	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system.  CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
<b>Priority 3 - High Priority</b>	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
<b>Priority 4 – Medium Priority</b>	If CentralSquare determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Client 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.
<b>Priority 5 – Low Priority</b>	Low Priority issues are logged by CentralSquare and addressed at the company's discretion according to CentralSquare's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

*Special Note #1:* Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform RMS:
  - a. The Inform RMS System Server is down and unavailable for queries.
  - b. The Inform RMS is inoperable due to data corruption caused by CentralSquare Software.
  - c. Law enforcement users are unable to send or receive justice queries and transactions (this Priority applies if the functionality is available through no other available methods within the CentralSquare Software).
2. Inform Fire:
  - a. The Inform Fire Server is down and unavailable to process NFIRS reports.
  - b. The Inform Fire Server is inoperable due to data corruption caused by CentralSquare Software.

*Special Note #2:* Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform RMS:
  - a. The inability to create, save, access, or close records.
  - b. The inability to enter property in the evidence module.
  - c. The inability to move a piece of property to another location.
  - d. The inability to assign a case to an investigator.
  - e. The inability to create UCR/NIBRS State Reports.
  - f. The inability to complete an expungement on a name record.
  - g. The system does not display active master name alerts.
  - h. The system does not display active warrants for a master name.
  - i. The inability to provide master resolution during entry.
  - j. A report is unable to complete the approval workflow.
2. Inform Fire:
  - a. The inability to create save, access or close fire records.
  - b. The inability to create save, access or close inspections records.
  - c. The inability to create save, access or close hazard records.

Additional Information:

- State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items:
  - A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Inform RMS Licensed Software, or National Fire Incident Reporting System (NFIRS) within Inform Fire as necessary, in order to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs. Such modifications do not include fees associated with the development and implementation for transition from UCR to NIBRS, or costs for new hardware if applicable. CentralSquare will provide a quotation for associated services or hardware.

## ***Inform Jail***

### ***General Support***

Phone and email support will be provided for Inform Jail and shall maintain a support center database to track any reported issues. No support will be provided for Inform Jail more than two versions back from the most recently released version. Inform Jail support is managed by Zuercher Technologies, LLC, a CentralSquare company: 877.229.2205.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week.

### ***Server Hardware Maintenance***

Zuercher will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

### ***Customer Responsibilities***

#### *Access to Premises*

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

#### *Server Access*

Client will ensure that all Inform Jail servers are directly network accessible to Zuercher at all times via SSH. There shall be no additional authorization or equipment required except as requested by Zuercher.

#### *System Administrator*

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

#### *Security*

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

#### *System Updates*

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

## CrimeView Desktop, FireView Desktop

Priority	Issue Definition	Response Time
<b>Priority 1 – Critical Priority</b>	There are no Critical Priorities for CrimeView/FireView Desktop.	Not applicable.
<b>Priority 2 – Urgent Priority</b>	<p>Normal Customer Service Hours Support: A serious issue with no workaround that severely impacts the ability of the system to process the data.</p> <ul style="list-style-type: none"> <li>• The Import Wizard continuous crashes upon trying to open it.</li> </ul> <p>A significant number of the CrimeView Desktop or FireView Desktop workstations are negatively impacted by this issue (e.g., does not apply to a minimal set of CrimeView Desktop or FireView Desktop workstations). This issue is defined in more detail in Special Note #1, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>Urgent Priority issues are not managed after Normal Customer Service Hours.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<b>Priority 3 - High Priority</b>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common CrimeView Desktop or FireView Desktop function. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Recent data is not available</li> <li>• Error message in the Crystal Report</li> <li>• Diagnosis of CentralSquare Desktop software issues and errors</li> <li>• Diagnosis of Configuration issues</li> </ul> <p>A significant number of CrimeView Desktop or FireView Desktop workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered by the first available representative.</p> <p>High Priority issues may also be reported via <a href="mailto:CrimeViewSupport@CentralSquare.com">CrimeViewSupport@CentralSquare.com</a></p> <p>High Priority issues are not managed after Normal Customer Service Hours.</p>
<b>Priority 4 – Medium Priority</b>	<p>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. This includes system administrator functions.</p> <ul style="list-style-type: none"> <li>• Annual updates</li> <li>• Geocoding issue</li> <li>• Licensing</li> <li>• Assistance with the setup of CentralSquare Desktop on a new server and/or user’s computer</li> <li>• CentralSquare software updates</li> </ul> <p>These are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative.</p> <p>Medium Priority issues may also be reported via <a href="mailto:CrimeViewSupport@CentralSquare.com">CrimeViewSupport@CentralSquare.com</a>.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>



Priority	Issue Definition	Response Time
<b>Priority 5 – Low Priority</b>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions</p> <ul style="list-style-type: none"> <li>Provision of the current CentralSquare Desktop tutorial (digital format)</li> </ul>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Low Priority issues may also be reported via <a href="mailto:CrimeViewSupport@CentralSquare.com">CrimeViewSupport@CentralSquare.com</a>.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Critical Priority</b>	No Critical Priority for CrimeView/FireView Desktop	Not applicable.
<b>Priority 2 – Urgent Priority</b>	CentralSquare will provide a procedural or configuration workaround that allows the Client to resume normal operations on the import system.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the import system within 48 hours of the call being received.
<b>Priority 3 - High Priority</b>	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution which may include a workaround within a timeframe that takes into consideration the impact of the issue on the Client and CentralSquare's User base.
<b>Priority 4 – Medium Priority</b>	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution which may include a workaround. Priority 4 issues have no guaranteed resolution time.
<b>Priority 5 – Low Priority</b>	Low Priority issues are logged by CentralSquare and addressed at the company's discretion according to CentralSquare's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

*Special Note #1:* Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. CrimeView/FireView Desktop
  - a. The Import Wizard continuously crashes when accessing the Import Wizard extension within ArcCatalog. This does not include ArcCatalog crashing on its own.

*Special Note #2:* Priority 4 – Medium Priority issues

1. Annual Updates
  - a. Clients are entitled to two (2) saved query updates annually.
    - i. The saved query updates are limited to the saved query groups included within the original application configuration and based on the original source field. Adding a new saved query group(s) or changing the source field will incur an additional cost.
  - b. Saved query updates are by client request when new query values are made available
2. Geocoding issue
  - a. Individual records are not geocoding, this does not include creating new address locators to the profile

3. The software updates includes compatibility with ArcGIS releases but will not be compatible with ArcGIS Desktop 10.5 and beyond due to technical limitation

Not included in support:

- Change RMS/CAD vendor(s)
- RMS/CAD database schema updates (field length, type, size... table name change, etc...)
- Lookup table updates (code/description)
- Crystal Report updates
- GIS source file updates
- Geocoding rate enhancement
- Re-import of historical data
- Change the GIS format (Shapefile, Personal Geodatabase, File Geodatabase, ArcSDE Geodatabase, etc...) of the reference data or Import Wizard output data.
- Add/remove Import Wizard profile fields
- GIS editing
- Other source file integration
- Additional profiles

**ADDENDUM C**

**SUBCONTRACTOR SUPPORT TERMS**



## Subscription Service License & Use Agreement

### I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Subscription Agreement") is made by and between, CentralSquare Technologies, LLC (hereinafter referred to as "CentralSquare") and the client named on the signature page attached hereto ("Client") as of the date of last signature below. CentralSquare and Client may also be referred to herein individually as "Party", or collectively as the "Parties". The Parties have entered into a System Purchase Agreement (the "Purchase Agreement") which includes the provision of the subscription services defined in this Subscription Agreement and the Statement of Work, if applicable (the "SOW") attached as Addendum A to the Purchase Agreement.

### II. Services; Software.

A. Under the terms of this Subscription Agreement, CentralSquare will be responsible for providing the following services ("Services"):

- (i) Hosting CentralSquare's software ("Software") for its online programs and corresponding module(s) as indicated in the Purchase Agreement;
- (ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Purchase Agreement and SOW;
- (iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that CentralSquare shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;
- (iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the CentralSquare website to assist Client with its use of the Software ("Documentation");
- (v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;
- (vi) Providing any other Software related services stated in the Purchase Agreement (together, the "Subscription Services"). Schedule A and any Documentation may be updated by CentralSquare from time to time in its sole discretion upon written notice to Client;
- (vii) Providing the Client with initial training as stated in the Purchase Agreement; and
- (viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").
- (ix) If applicable, CentralSquare and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable application.

- B. Force Majeure. CentralSquare shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond CentralSquare's reasonable control.
- C. This Subscription Agreement allows Client to use the Software located on CentralSquare's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on CentralSquare's servers, and to access the Software remotely as directed by CentralSquare.

### **III. License; Access.**

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), CentralSquare grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on CentralSquare's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by CentralSquare in writing, and CentralSquare shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Subscription Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by CentralSquare.
- D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Subscription Agreement.

- E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified in the Purchase Agreement.

**IV. Fees; Payment; Taxes.**

- A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in the Purchase Agreement (together, "Fees"). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.
- B. As consideration for use of the Subscription Services during renewal contract terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").
- C. CentralSquare shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.
- D. 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 fifteen (15) days after their due date until paid.

**Remittance Address for Payments Only:**

CentralSquare Technologies, LLC  
P.O. Box 203223  
Dallas, TX 75320-3223

- E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Client requests to pay by wire transfer or ACH.
- F. Any amounts payable pursuant to this Subscription Agreement are to be net to CentralSquare and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due CentralSquare under this Subscription Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Subscription Agreement or possession or use of the Software, excluding taxes based on CentralSquare's income.

**V. Term and Termination; Suspension of Services.**

- A. This Subscription Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of two (2) years ("Initial Term") from the date of activation unless the Subscription Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users. If Client terminates this Subscription Agreement at any time from contract execution through the Initial Term, Client shall pay one hundred percent

(100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Client terminates this Subscription Agreement for convenience during any Renewal Term, Client shall pay one hundred percent of the remaining fees owed for the Renewal Term.

- B. At the conclusion of the Initial Term, this Subscription Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party 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").
- C. Either Party may terminate this Subscription Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.
- D. Client may terminate this Subscription Agreement if CentralSquare breaches any term or condition of this Subscription Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- E. In addition to the circumstances as described in Subsection V(F) below, CentralSquare may terminate the Subscription Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by CentralSquare pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to CentralSquare is delinquent, CentralSquare may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.
- G. Upon the effective date of expiration or termination of this Subscription Agreement: (i) CentralSquare will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to CentralSquare any and all monies that are owed by the Client to CentralSquare under this Subscription Agreement for the Services furnished up to the effective date of the Subscription Agreement's termination or expiration.
- H. Upon CentralSquare's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, CentralSquare may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.
- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, CentralSquare has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon CentralSquare's receipt of all Fees due and owing hereunder.

- J. In the event of expiration or termination of this Subscription Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Subscription Agreement, CentralSquare shall remove and destroy Client's data. CentralSquare will not return the data to the Client as the Client still retains the source data.
- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Subscription Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Subscription Agreement.

## **VI. Client Responsibilities.**

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by CentralSquare to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to CentralSquare so long as the newly appointed Client Administrator has attended CentralSquare's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.
- B. Client is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.
- C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Subscription Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Information into Client's database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by CentralSquare and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in CentralSquare's policy for inputting Client Information in any Documentation CentralSquare provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not CentralSquare assisted Client with the development or construction of such reports and displays and other uses of the Client Information.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.