

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
CentralSquare Technologies, LLC
for
Various Legacy Software Licenses, Services, and Support
(Single Source)

THIS SINGLE SOURCE AGREEMENT is entered into on ___ day of _____, 2021 between the City of Coconut Creek, a municipal corporation with principal offices located at 4800 West Copans Road, Coconut Creek, Florida 33063 (“City” or “Customer” or “Client”) and CentralSquare Technologies, LLC, a Delaware Limited Liability Company with its principal place of business located at 1000 Business Center Dr., Lake Mary, FL (“CentralSquare”) for the purpose of providing various information technology software solutions, licenses, services, and support to the City, including legacy software more specifically detailed herein. **This Single Source Agreement is retroactive to October 1, 2020; and in all respects, must be interpreted as commencing upon that date (“Effective Date”).** In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:

1. The Contract Documents

This Single Source Agreement, the CentralSquare Solutions Agreement attached hereto and made a part hereof as Exhibit “A,” and the Subscription Service License & Use Agreement attached hereto and made a part hereof as Exhibit “B,” constitute the entire Agreement between the City and CentralSquare, herein after referred to as “contract documents.” The contract documents must be read together to provide the most complete interpretation of the work to be conducted. All terms and conditions of the contract documents set forth in Exhibit “A” and Exhibit “B” are incorporated herein as if set forth in full. In the event of a conflict between these contract documents, this Single Source Agreement shall prevail, followed in order by Exhibit “A,” and then Exhibit “B.” Ordering Documents, as defined herein, are also an integral part of this Agreement and will serve only to administratively amend the listing of current City-approved products, subscriptions, and/or services, consistent with the process described in Paragraph 3, below.

2. Agreement Term

This Agreement shall commence after the full execution hereof and be retroactively **effective on October 1, 2020**, and shall expire five (5) years thereafter. A renewal term will automatically commence for an additional five (5)-year period. Either party may elect not to renew the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the initial contract term. No Ordering Document, as defined herein, may have a duration of performance that extends beyond the current term of this Agreement.

3. Contract Price, Payments, and Approved Ordering

The City’s approved products and services, including various CentralSquare licenses, services, and support through CentralSquare legacy entities including but not limited to SunGard Pentamation, Inc., Open Software Solutions, Inc., and Superion, LLC, (collectively “Legacy Software”) are contained in the Maintenance Cost Summary, Exhibit 1 to the CentralSquare Solutions Agreement attached hereto and made a part hereof as Exhibit “A,” and the Subscription Cost Summary, Addendum 2 to the CentralSquare Subscription Service License & Use Agreement attached hereto and made a part hereof as Exhibit “B.” The City may administratively amend those Exhibits to change (add or

remove) the approved product and services list by way of an Ordering Document(s). An Ordering Document means a written order, proposal, or purchase document in which CentralSquare agrees to provide and City agrees to purchase specific products and/or services detailed within a given scope of work, and such written document does not add or change the terms and conditions provided in these contract documents. An Ordering Document that administratively amends the list of approved products and/or services must be executed by an authorized City Employee and attached as an addendum to the Exhibit it amends. If the City should elect to suspend, discontinue, support and maintenance services for any or all of the City's perpetual licenses, the City may do so upon thirty (30) days' prior notice, with the applicable fees prorated for the applicable term. An individual Ordering Document representing a value of \$50,000 or more must be authorized by resolution of the City Commission and attached as an addendum to the Exhibit it amends. Periodically throughout the Term of this Agreement, the City may request that CentralSquare provide updated Exhibits that reflect the then-current approved products and services and the associated then-current price list. Except for City Fiscal Year 2020-2021, which will be invoiced and paid upon full execution hereof, all continuous maintenance, support services, and subscriptions will be invoiced on a single comprehensive invoice per software suite/system (i.e., an invoice for the public administration items and another invoice for the public safety items) delivered to the City on an annual basis on or around October 1 of each year. Since payments will be tendered in advance of services rendered, all cancellations or modifications to continuing services that require proration as detailed herein will be credited to the City's account.

4. Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this Agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss, that the City of Coconut Creek shall require a "**first priority**" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. CentralSquare agrees to provide all goods and services, most importantly access to its licensed software, to the City, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. CentralSquare shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

5. Indemnification

The parties agree that one percent (1%) of the total compensation paid to CentralSquare for each Order pursuant to this Agreement shall constitute specific consideration to CentralSquare for the indemnification to be provided under the contract. CentralSquare shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of CentralSquare or its officers, employees, agents, subcontractors, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage to the proportionate amount attributable to the gross negligence or willful misconduct of the City's elected or appointed officials, and/or City employees. In any and all claims against the City, or any of their agents or employees by any employee of CentralSquare, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable

by or for CentralSquare or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Furthermore, CentralSquare agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from all such claims, fees, royalties, or costs for its use of any patent, trademark, or copyrighted materials, and any suits or actions of any name that may be brought against the City, its elected and appointed officials, employees, and agents for the infringement of any patents, trademarks or copyrights claimed by any person, firm, or corporation. Nothing herein is intended to serve as a waiver of sovereign immunity by the City under Section 768.28, Fla. Stat., as amended, nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The above provisions shall survive the early termination or natural expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

LIMITATION OF LIABILITY

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 THE TOTAL AMOUNT PAID BY CITY AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SET FORTH IN THIS SUBPARAGRAPH SHALL NOT APPLY TO SUCH SUITS, ACTIONS OR CLAIMS, FEES, ROYALTIES, OR COSTS FOR VIOLATION OF ANY PATENT, TRADEMARK, OR UNLAWFUL USE OF COPYRIGHTED MATERIALS, OR FOR ANY INJURY TO PERSONS OR DAMAGES TO TANGIBLE PROPERTY ARISING OUT OF CENTRALSQUARE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT.

6. Insurance Requirements

6.1 Cyber Liability

CentralSquare must carry Cyber Liability Insurance with limits not less than \$2,000,000 per claim, \$2,000,000 aggregate, and such coverage is required for the benefit of the City throughout the term of this Agreement. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CentralSquare in this agreement and shall include, but not limited to, information theft, damage to or destruction of electronic information, release of private information, liability to third parties for failure to handle, manage, store, and control personal identifiable information, alteration of electronic information, extortion, network security, legal fees, judgments, settlements, forensic experts and public relations efforts. The policy shall provide coverage for regulatory fines and penalties as well as credit monitoring expenses.

6.2 General

If CentralSquare is required to go on to City of Coconut Creek property to perform work or services as a result of this Agreement, CentralSquare shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Throughout the term of this Agreement, CentralSquare

and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

a) General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above. General Liability policies shall be endorsed to provide the following: Include as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members; and that such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- 6.3** Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted by CentralSquare with this executed Agreement. The issuing agency shall include full name, address and telephone number in each insurance certificate issued. All insurance policies herein required of the CentralSquare shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

7. Public Entity Crimes Statement

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, as amended from time to time, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

8. Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that CentralSquare is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. CentralSquare shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CentralSquare's activities and responsibilities hereunder provided, further that

administrative procedures applicable to services rendered under this Agreement shall be those of CentralSquare, which policies of CentralSquare shall not conflict with City, State, or United States policies, rules or regulations relating to the use of CentralSquare's funds provided for herein. CentralSquare agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CentralSquare and the City and the City will not be liable for any obligation incurred by CentralSquare, including but not limited to unpaid minimum wages and/or overtime premiums.

9. Scrutinized Companies List

Consistent with the requirements of Sections 287.135 and 215.473, Florida Statutes, by signing this Agreement, CentralSquare certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., as amended, nor is it engaged in a boycott of Israel.

10. Termination

10.1 Termination for Cause: Immediate

In the event either party materially defaults in or violates any of the terms, obligations, restrictions or conditions of these contract documents, the non-breaching party may, upon written notice to the other terminate this contract effective immediately upon receipt of notice as provided in Paragraph 17, "Notice," herein. The notice for immediate termination shall state the date of termination and all work under this contract must be discontinued on that date. In the event of immediate termination by the City, a pro-rated reimbursement of pre-paid services must be given within thirty (30) days of the date of termination. The non-breaching party shall have all legal and equitable remedies available to it.

10.2 Termination for Convenience or Lack of Funding by City

Upon thirty (30) calendar days written notice to CentralSquare as provided in Section 17, "Notice," herein, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience or for lack of funding whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience or lack of funding by the City the notice of termination to CentralSquare must state that the contract is being terminated for such reason under the termination clause and the extent of termination. CentralSquare shall discontinue all work on the appointed last day of service. Upon request, the City is entitled to a pro-rated reimbursement of pre-paid services within thirty (30) days of its request.

11. Non-Discrimination Covenant

That CentralSquare shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

11.1 No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the work or performance of services described herein; and

11.2 No employee or applicant for employment shall be discriminated against during the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to

employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, veteran or service member status.

12. Public Records

CentralSquare shall keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which CentralSquare attributes to City. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent CentralSquare is acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, CentralSquare shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, CentralSquare agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CentralSquare does not transfer the records to the City.
- d) Upon completion of the work described within this Agreement, at no cost, either transfer to the City all public records in possession of CentralSquare or keep and maintain public records required by the City to perform the services. If CentralSquare transfers all public records to the City upon completion of the services, CentralSquare shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CentralSquare keeps and maintains public records upon completion of the work, CentralSquare shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF CentralSquare HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO CentralSquare'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If CentralSquare does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

13. Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by CentralSquare without the express written consent of the City. In the event of any assignment, the assignee shall assume all the rights, duties and responsibilities of CentralSquare.

14. Venue and Choice of Law

This Agreement shall be governed by the laws of the State of Florida and the United States of America as are now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

15. Signatory Authority

CentralSquare shall provide the City with copies of requisite documentation evidencing that the signatory for CentralSquare has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. Notice

All notices and other communications required or permitted under this Agreement must be in writing and will be presumed to have been received by the other party (i) three (3) days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report or by email); or (iii) upon signed receipt (if sent by hand delivery or courier service). Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
Phone: 954-973-6797 email: cityattorney@coconutcreek.net
With a copy to the City Attorney at the same address.

CentralSquare

1000 Business Center Dr. Lake Mary, FL 32746 Phone: 407-304-3235 email: contracts@CentralSquare.com Attention: Legal/Contracts
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18. E-VERIFY Certification

Beginning January 1, 2021, CentralSquare must register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095, Fla. Stat., as amended. If CentralSquare enters into a contract with a subcontractor, the subcontractor must provide CentralSquare with an affidavit stating that

the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and such documentation must be provided to the City. CentralSquare must maintain a copy of such affidavit for the duration of this Agreement.

19. Representation

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date that appears on the first page hereof. City of Coconut Creek, through its City Manager, or designee, and CentralSquare, signing by and through _____ its _____, who is duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

[CentralSquare signatures to follow]

EXHIBIT "A"
CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block contained in the Single Source Agreement (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **City of Coconut Creek, FL** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer has purchased various CentralSquare licenses, services, and support through CentralSquare legacy entities including but not limited to SunGard Pentamation, Inc., Open Software Solutions, Inc., and Superior, LLC, (collectively "Legacy Software"); and

WHEREAS, Customer desires to include all Legacy Software under one agreement with CentralSquare, in order to consolidate invoices and provide the most current terms and conditions governing licenses and/or gain access to certain new Solutions and receive professional services, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, all agreements, amendments, quotes, sales orders, or anything related to the software listed in Exhibit 1 are terminated, replaced, and governed by the Single Source Agreement and this Agreement.

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

1. Term.

- 1.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
2. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Cost Summary**").
3. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
 - 3.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
 - 3.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
 - 3.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
 - 3.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.
 - 3.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
 - 3.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
 - 3.7. "**Custom Modification**" means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare-generated specification, but without any other changes whatsoever by any Person.

- 3.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 3.9. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 3.10. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 3.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 3.12. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 3.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 3.14. "**Maintenance**" means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 3.15. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.
- 3.16. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 3.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing, and any information defined as confidential and exempt pursuant to Florida's Public Records Laws.
- 3.18. "**Professional Services**" means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 3.19. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 3.20. "**CentralSquare Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 3.21. "**Solutions**" means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by

CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

- 3.22. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 3.23. "**Support Services**" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 3.24. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

4. License, Access & Services and Audit.

- 4.1. License Grant. CentralSquare acknowledges and agrees all licenses quantified in Exhibit 1 have been granted via various contracts with various CentralSquare legacy companies which are now hereby subject to and conditioned on the compliance with all terms and conditions of this Agreement.
- 4.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar Customer-suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other Customer-suitable media transfer method. Physical shipment is on FOB- destination, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the "**Delivery Date.**"
- 4.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 4.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance valued at \$5,000 or more, Customer after having an opportunity to review (and contest, if appropriate) such findings and evidence supporting same, and only after a showing of good faith mitigation by CentralSquare, shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.
- 4.5. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 4.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions (noting here: an express exception for perpetual licenses); and
 - 4.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 4.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

- 4.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 4.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
 - 4.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation –this does not include Solutions provided by CentralSquare intended to be used in combination with others;
 - 4.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;
 - 4.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
 - 4.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;
 - 4.7.6. any relocation of the Solution other than by CentralSquare personnel;
 - 4.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
 - 4.7.8. any material breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress, i.e. electrical surges, building collapse, etc.).
- 4.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. Except for the limited rights granted, all Intellectual Property Rights, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 4.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' performance; or (b) to comply with applicable law. Prior to the effective date for any changes that amend the terms and conditions of this Agreement the parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in an amendment to this agreement signed by both parties.
- 4.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**"). Any use of a Subcontractor by CentralSquare must be consistent with all terms and conditions contained within the Single Source Agreement.
- 4.11. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion and upon immediate written notice to Customer, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.
5. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 5.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person,

including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

- 5.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 5.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 5.4. purposefully input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 5.5. purposefully damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare 's provision of services to any third-party, in whole or in part;
- 5.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 5.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 5.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section –except nothing herein may be construed to limit Customer's ability to competitively procure products and services consistent with its policies.

6. Customer Obligations.

- 6.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 6.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 6.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 5, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

7. Professional Services.

- 7.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies, only after advance notice of expenses is provided to Customer and CentralSquare reasonably mitigates its costs.
- 7.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create

derivative works of the Contributed Material. This Contributed Material will not utilize Customer's trademarks or copyrights.

8. Confidentiality. Confidential Information. Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy ("**Confidential Information**"). Confidential Information may include, but is not limited to any financial data, business and other plans, specifications, equipment designs, electronic configurations, design information, product architecture algorithms, quality assurance plans, inventions (whether or not the subject of pending patent applications), ideas, discoveries, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto, and only as consistent with the definitions of confidential and exempt information in Florida's Public Records Laws. Confidential Information will be disclosed either: (i) in writing and conspicuously marked with a restrictive legend identifying it as being a Party's Confidential Information; or (ii) orally or visually and identified at the time of disclosure as Confidential Information and subsequently confirmed in writing by the disclosing Party within fifteen (15) days after such disclosure specifically identifying that portion of information that is Confidential Information. Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated documentation to others, subject only to the mandates of Florida's Public Records Laws. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

8.1. **Compelled Disclosures.** If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

8.2. Upon expiration or termination of this Agreement, or upon demand by CentralSquare, Customer shall (i) return to CentralSquare all copies of CentralSquare's Confidential Information in Customer's possession or under CentralSquare's control, or (ii) destroy all copies of CentralSquare's Confidential Information in Customer's possession and so certify such destruction to CentralSquare in writing. Notwithstanding the foregoing, Customer may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required by Customer only for backup, recovery, contingency planning, or business continuity purposes.

9. Security.

9.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

9.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

9.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation.

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

10.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be,

processed) and CentralSquare shall be a data processor (where “**data processor**” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

- 10.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer’s behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 10.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in Memorandums Of Understandings Customer has with the FBI and other governmental intelligence agencies for particular data shared on law enforcement data compilation systems and in accordance with the terms of this Agreement; and
- 10.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

11. Representations and Warranties.

- 11.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Solutions and has the right to license the Solutions as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Solutions do 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 Solutions. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer’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.
- 11.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS-IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE’S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

12. Reserved.

13. **Force Majeure.** 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 (including health pandemics), delay of carriers, governmental order or regulation, complete or

partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended in writing on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

14. Indemnification.

14.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

14.2. Reserved.

14.3. Sole Remedy. THIS SECTION, AND PARAGRAPH 5, "INDEMNIFICATION," OF THE SINGLE SOURCE AGREEMENT, SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

15. Termination. This Agreement may be terminated:

15.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

15.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

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

16.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and

16.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

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

18. Dispute Resolution. Any dispute, controversy or claim based upon contract law theories arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

18.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim based upon contract law theories arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

18.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its

associated travel costs. The parties agree to attend no fewer than three (3) negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

- 18.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 18.4.
- 18.4. Mediation. Subject to Sections 18.2 and 18.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.
- 18.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 18.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 18.7 and 18.8.
- 18.7. Arbitration. The Parties agree that any dispute, controversy, or claim based upon contract law theories arising out of or related to this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.
- 18.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's commercial arbitration panel for the area of South Florida, specifically Broward County (if available). The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.
- 19. Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 20. RESERVED.**
- 21. Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. CentralSquare will notify Customer immediately, and in all cases within forty-eight (48) hours of an occurrence involving any security breach(es) or known potential security breach of CentralSquare's software, equipment, or related services; this provision includes any occasion or known potential of security breach(es) of third parties' software, equipment, or related services.
- 22. Entire Agreement.** Except as provided in the Single Source Agreement, this Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or

written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

24. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

25. Material Adverse Change. If any Law, Regulatory Approval, applicable standard, process, Original Equipment Manufacturer requirement is changed or comes into force after the Effective Date, including but not limited to Payment Card Industry standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

26. Reserved.

27. Order of Precedence.

27.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

27.1.1. The main body of this Agreement and any associated amendments or change orders.

27.1.2. The attached Exhibits to this Agreement.

27.1.3. Ordering Documents placed with CentralSquare in accordance with this Agreement.

27.2. Incorporated Exhibits to this Agreement:

Exhibit 1 – Maintenance Cost Summary

Exhibit 2 - Maintenance & Support Standards

Exhibit 3 – Travel Expense Guidelines

Exhibit 4 – Insurance Requirements

EXHIBIT 1

Maintenance Cost Summary

(Current as of June 1, 2021)

Customer has fully paid up perpetual licenses to the following Solutions: ONESolution, CommunityPLUS, and FinancePLUS. Support and Maintenance fees for these products quantified below.

Public Administration Software Maintenance

	Application	Qty	Number of concurrent Users	10/1/2020-9/30/2021
1	PLUS - Community Dev Custom Mod Annual Maintenance Fee - CNT GCPUB 2011-6568: Modify UB System to Run ACH by Route Group	1	N/A	\$ 1,115.88
2	PLUS - Finance Custom Mod Annual Maintenance Fee - FCCNT109 - HRM: Modify Optio Payroll Check Stub	1	N/A	\$ 266.76
3	PLUS - Community Dev Custom Mod Annual Maintenance Fee - CNT GCPUB 2011-543: Print Bills For Service Charges Only	1	N/A	\$ 853.65
4	PLUS Work Orders-Annual Maintenance Fee	1	N/A	\$ 4,481.66
5	MKS SQL Annual Maintenance Fee*	1	N/A	\$ 502.41
6	PLUS Financial Accounting Annual Maintenance Fee	1	N/A	\$ 8,254.30
7	PLUS Human Resources Payroll Annual Maintenance Fee	1	N/A	\$ 5,702.94
8	PLUS Position Control-Annual Maintenance Fee	1	N/A	\$ 1,200.63
9	PLUS Utility Billing Annual Maintenance Fee	1	N/A	\$ 5,195.00
10	PLUS Miscellaneous Billing Annual Maintenance Fee	1	N/A	\$ 1,875.99
11	PLUS Central Receipting Annual Maintenance Fee	1	N/A	\$ 1,443.03
12	PLUS Permitting Annual Maintenance Fee	1	N/A	\$ 8,139.58
13	PLUS Code Enforcement Annual Maintenance Fee	1	N/A	\$ 3,546.38
14	PLUS Business Licensing Annual Maintenance Fee	1	N/A	\$ 3,767.99
15	PLUS - Community Dev Custom Mod - Annual Maintenance Fee RCD10FO - A:Itemized Bill Print	1	N/A	\$ 3,000.86
16	PLUS - Community Dev Custom Mod - Annual Maintenance Fee RCD10FL - AC:Utility Bills to ASCII file	1	N/A	\$ 1,800.49
17	PLUS - Community Dev Custom Mod - Annual Maintenance Fee RCD10ZX - CNT-RM:Modify so posting goes to JE	1	N/A	\$ 2,265.33
18	PLUS - Finance Custom Mod Annual Maintenance Fee - Annual Maintenance Fee FCFDD07XK - HRM: Custom Paycheck	1	N/A	\$ 2,123.73
19	PLUS - Finance Custom Mod Annual Maintenance Fee - Annual Maintenance Fee FCFDD07W5 - PUR:Addl Requisition Approval Levels	1	N/A	\$ 3,685.89
20	PLUS - Finance Custom Mod Annual Maintenance Fee - Annual Maintenance Fee CNT GFPPAM 2011-542: Modify Optio PO to Print Site-Specific Terms & Conditions on Reverse	1	N/A	\$ 284.54
21	Four Js Compiler Annual Maintenance Fee*	1	N/A	\$ 1,896.36
22	Four Js Runtime Annual Maintenance Fee*	1	50**	\$ 3,160.00
23	Optio ECI Annual Maintenance Fee*	1	N/A	\$ 2,180.14
24	PLUS - Zoning and Development Annual Maintenance Fee	1	N/A	\$ 0.00
	Total			\$ 66,743.54

***Third party products resold by CentralSquare. Fees and availability subject to change. In the event that third party costs to Centralsqre increase at a rate over and above CentralSquare's support fee increase of 5% CentralSquare will charge the City this increased rate on a direct pass-through billing basis. Back-up or supporting documentation will be provided to the City in the event of any rate increases.**

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be memorialized in an Ordering Document and provided on a time and materials basis at hourly rates equal to CentralSquare's then-current list price rates for the services at issue, and specifically authorized by Customer prior to starting the additional work.

Public Safety Software Maintenance

	Application	QTY	Number of Concurrent Users	10/1/2020-9/30/2021
1	ONESolution Accident Annual Maintenance Fee	1	N/A	\$ 1,601.92
2	ONESolution Accident Wizard Annual Maintenance Fee	1	12**	\$ 1,645.44
3	ONESolution Accident Wizard Base Server License Annual Maintenance Fee	1	N/A	\$ 1,138.64
4	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	2**	\$ 464.32
5	ONESolution Barcoding Server License Annual Maintenance Fee	1	N/A	\$ 505.32
6	ONESolution Crime Analysis Plus Annual Maintenance Fee	1	1	\$ 2,531.40
7	ONESolution Document Scanning and Storage Annual Maintenance Fee	1	N/A	\$ 2,233.76
8	ONESolution Field Contacts Annual Maintenance Fee	1	N/A	\$ 962.28
9	ONESolution Florida Accident Repository Interface Annual Maintenance Fee	1	N/A	\$ 1,181.00
10	ONESolution Intelligence Annual Maintenance Fee	1	N/A	\$ 1,445.68
11	ONESolution MFR Client Annual Maintenance Fee	1	4**	\$ 805.92
12	ONESolution MFR Client Annual Maintenance Fee	1	8**	\$ 2,134.72
13	ONESolution MFR Client Annual Maintenance Fee	1	40**	\$ 9,179.20
14	ONESolution MFR Client Annual Maintenance Fee	1	23**	\$ 5,113.36
15	ONESolution MFR Client Annual Maintenance Fee	1	1**	\$ 215.84
16	ONESolution MFR Client Annual Maintenance Fee	1	4**	\$ 863.36
17	ONESolution MFR Client Annual Maintenance Fee	1	11**	\$ 1,760.00
18	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	1	12**	\$ 2,153.76
19	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	1	11**	\$ 880.00
20	ONESolution MFR Client-Arrest Annual Maintenance Fee	1	11**	\$ 660.00
21	ONESolution MFR Client-Citation Annual Maintenance Fee	1	56**	\$ 5,669.44
22	ONESolution MFR Client-Citation Annual Maintenance Fee	1	11**	\$ 880.00
23	ONESolution MFR-Arrest Affidavit Custom Form Annual Maintenance Fee	1	40**	\$ 1,369.60
24	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	N/A	\$ 5,769.40
25	ONESolution Mobile Server Software Annual Maintenance Fee	1	N/A	\$ 7,050.20
26	ONESolution Notification Annual Maintenance Fee	1	N/A	\$ 2,735.36
27	ONESolution Parking Ticket Administration Annual Maintenance Fee	1	N/A	\$ 1,601.92
28	ONESolution Police-to-Citizen Annual Maintenance Fee	1	1	\$ 1,923.92
29	ONESolution Police-to-Police Annual Subscription Fee	1	N/A	\$ -
30	ONESolution Property & Evidence Annual Maintenance Fee	1	N/A	\$ 1,601.92
31	ONESolution Quartermaster Annual Maintenance Fee	1	N/A	\$ 890.28
32	ONESolution Records Management System Annual Maintenance Fee	1	N/A	\$ 10,255.40
33	ONESolution RMS Training Module Annual Maintenance Fee	1	N/A	\$ 1,308.20
34	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	N/A	\$ 5,231.04
	Total			\$ 83,762.60

Combined Total: \$150,506.14

****Signifies the quantity of perpetual licenses owned by the City based on previous purchases. Support and Maintenance fees associated with each perpetual license may vary depending on the date that the perpetual license was originally purchased.**

PAYMENT TERMS:

Support & Maintenance Fees

The Support & Maintenance fees listed above for the Customer's Fiscal Year 2020-2021 are due upon execution of this Agreement. Payment for the Customer's future fiscal years covered hereunder shall be due within thirty (30) days after the Customer's receipt of an invoice for same. Upon execution, Customer acknowledges the termination of any current maintenance billing structures for any products listed above and will be replaced by this Agreement. CentralSquare shall continue to provide Customer with Maintenance of these products until termination notice is provided in accordance with Section 3 of the Single Source Agreement. Annual maintenance fees are subject to increase at 5% annually.

ANCILLARY FEES

Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.

Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.

Commencing after the execution of the Single Source Agreement, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or the highest rate permitted under applicable law, whichever is lower; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Support Standards

I. Support Hours: Hours During Which CentralSquare’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays.

II. Targeted Response Times.

“Notification” means a communication to CentralSquare’s help desk by means of: (i) CentralSquare’s web helpline; or (ii) the placement of a telephone call.

III. Support Terms.

Beginning on the Effective Date and continuing for twelve (12) months thereafter (“**Initial Support Term**”), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (“**Renewal Support Term**”).

With respect to CentralSquare’s support obligations, CentralSquare will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable CentralSquare “Telephone Support” hour occurring after CentralSquare’s receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning the Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, CentralSquare has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported. A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning CentralSquare’s Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two (2) hours of the issue being reported and a resolution planned within five (5) days.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning the Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

Response timing is measured from the moment a Case number is created. As used herein a “Case number” is created when a) CentralSquare’s support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare’s online support portal, and b) when CentralSquare’s support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a CentralSquare approved remote access Customer so that CentralSquare can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for CentralSquare staff and each session participant.

EXHIBIT 3

Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three (3) or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic or other law violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Standard (non-priority) Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four (4) nights or more. Laundry charges must be incurred during the trip and the limit is one (1) shirt and one (1) pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

****All projected/estimated travel expenses will be itemized in an Ordering Document and approved in writing by an authorized employee of Customer prior to incurring any travel expenses. The projected travel expenses will be non-binding should actual expenses be less. Customer will pay only the direct expenses as outlined herein for travel.**

EXHIBIT 4

CentralSquare's Minimum Maintained Insurance

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for CentralSquare or around CentralSquare's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CentralSquare in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

EXHIBIT “B”

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, Florida 32746
www.centralSquare.com

Subscription Service License & Use Agreement

I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the “Agreement”) is made by and between, CentralSquare Technologies, LLC (hereinafter referred to as “CentralSquare”) and the client named City of Coconut Creek, Florida (“Client”) as of the date that this Agreement is executed by an authorized representative of both CentralSquare and the Client, with a retroactively effective date of October 1, 2020. CentralSquare and Client may also be referred to herein individually as “Party”, or collectively as the “Parties”.

II. Services; Software.

A. Under the terms of this 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 on the Subscription Cost Summary, attached hereto as Addendum 2;
- (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 Addendum 2;
- (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 Addendum 2 (together, the “Subscription Services”). Schedule A and any Documentation may be updated by the parties by formal amendment hereto;
- (vii) Providing the Client with initial training as stated in Addendum 2; 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 Subscription 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 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 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, at no cost to Client.
- 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 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 Addendum 2.

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 Addendum 2 (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.
- 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 thirty (30) days after their due date until paid.

Remittance Address for Payments Only:

CentralSquare Technologies, LLC
12709 Collection Center Drive
Chicago, IL 60693

- 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 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 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 Agreement or possession or use of the Software, excluding taxes based on CentralSquare's income.

V. Term and Termination; Suspension of Services.

- A. This Agreement shall commence upon execution of the Single Source Agreement with a retroactively effective date of October 1, 2020 and shall continue in full force and effect for a period of one (1) year ("Initial Term") unless the Agreement is otherwise terminated as set forth herein. If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall only be responsible for the prorated value of the subscription up to and including the date of termination. The same shall be the case if Client terminates this Agreement for convenience during any Renewal Term.

- B. At the conclusion of the Initial Term, this Agreement shall automatically renew for four (4) successive one (1) year terms (each a "Renewal Term"), and should the Single Source Agreement be renewed, this Agreement shall automatically renew for five (5) successive one (1) year terms thereafter, 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 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 Agreement if CentralSquare breaches any term or condition of this 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 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 Agreement: (i) CentralSquare will immediately cease providing Client with any Services outlined herein that it is providing and any other applicable component of the Services as detailed herein; (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 Agreement for the Services outlined herein furnished up to the effective date of the 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, after providing reasonable notice to Client, 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 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 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. Notwithstanding anything to the contrary, this paragraph will be carried out in a manner that is consistent with Florida's Public Records Laws.

- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. Confidentiality, Privacy and Business Associate Provisions.

- A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of CentralSquare. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of CentralSquare's trade secrets or confidential information without CentralSquare's prior written consent for any such disclosure. This paragraph will be applicable and enforceable consistent with Florida's Public Records Laws.
- B. In association with the formation of this Agreement and the participation of CentralSquare in the support of the Software, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. CentralSquare shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to CentralSquare for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) CentralSquare hosts on services for access by and transmission to the Authorized Users via the Internet. CentralSquare shall not use any Client Information except as expressly set forth in this Agreement. This paragraph will be applicable and enforceable consistent with Florida's Public Records Laws.
- C. In addition to CentralSquare's obligations regarding nondisclosure of Client Information set forth above, in the event that CentralSquare is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, CentralSquare shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that CentralSquare has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.
- E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order

or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.

- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.
- H. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. CentralSquare will notify Client in writing prior to its use of third parties under this paragraph. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VII. Ownership.

- A. CentralSquare owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.

Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Subscription Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Agreement.

- B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

VIII. Disclaimer; Limitation of Liability.

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.
- C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON CLIENT'S NETWORK.
- D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRALSQUARE'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.

IX. Indemnification.

Client shall indemnify and hold harmless CentralSquare from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by CentralSquare.

X. Assignment.

Neither party shall transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of the non-assigning party, which permission shall not be unreasonably withheld. Any assignment without such express written permission of the non-assigning party shall result in the automatic termination of this Agreement.

XI. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Written notices to Client may be provided at the address listed for Client on the signature page of this Agreement.

B. Written Notices to CentralSquare:

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Contracts

XII. Governing Law.

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 Florida, without regard to its conflict of law provisions.

XIII. Integration.

Except as provided in the Single Source Agreement, and its Exhibit A, CentralSquare Solutions Agreement, this Agreement contains the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter herein.

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.

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.

Schedule A

SOFTWARE TECHNICAL SUPPORT

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

1. Product Updates and Releases

- 1.1. Updates. From time to time CENTRALSQUARE may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Client with the Update and related Documentation. Any material changes to the terms and conditions of the Support Services to the Software as Updated, that alter the original scope of this Agreement, must be approved in writing by the parties through a formal amendment to this Agreement.
- 1.2. Releases. Client shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Telephone Support & Support Portal

- 2.1. Hours. CentralSquare shall provide to Client, Monday through Friday, 6:30 A.M. to 5:30 P.M. (Eastern Time) toll-free phone number (800-987-0911), excluding holidays. CentralSquare shall provide to Client, during the Support Hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Client location(s) if and when CentralSquare and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of CentralSquare, then Client shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Client must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access to the Specified Configuration.
- 2.2. **Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours.** After Normal CentralSquare Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service via toll-free phone number (800-987-0911). When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. Website Support

Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to CentralSquare's most current information. Client will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If Client requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to Client along with a quoted price or Ordering Document for the additional support services required to cure the issue; Client must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Client Responsibilities

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

- 1) 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.
- 2) Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this 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.
- 3) Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- 4) Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 5) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 6) Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 7) Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 8) Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

- 9) At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Client;
- 10) Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information, except in circumstances involving any security breach(es) or known potential security breach of CentralSquare's or its third-party software, equipment, or related services; and
- 11) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.
- 12) Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.
- 13) Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.
- 14) Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable CentralSquare Subscription application.

6. **Security:**

- 1) CentralSquare maintains a Security program for security 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).
- 2) 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.

7. **System Maintenance.**

Software maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Client's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM. The upgrades are installed at mutually agreed times. Typical Records Enterprise downtime is 4-8 hours depending on data size and start/end version changes. Web patches can take 20-30 minutes to install. CentralSquare recommends reserving a weekly or monthly maintenance window between 0000-0500 (i.e. Midnight to 5:00AM) for patching and other maintenance activity. CentralSquare may only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.

- 7.1. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Client's standard business hours of operation and the Client will be notified prior to the upgrade.
- 7.2. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall Client system operations and availability without negatively affecting Client system stability and integrity. CentralSquare will attempt to notify the Client promptly in writing and verbally, however if after reasonable attempts no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

8. Priority and Support Response Matrix: The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A; and must be added, if desired, by use of an Ordering Document. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

This matrix defines the support issues, response times and resolutions for the Client's Subscription applications.

Priority	Issue Definition	Response Time
<p>Priority 1 – Urgent</p>	<p>IQ Search. 24X7 Support for live operations on the production system. This is defined as the following:</p> <ul style="list-style-type: none"> • The applicable IQ server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. • The applicable IQ system is inoperable due to data loss or corruption caused by CentralSquare Software <p>This means that one (1) or more CentralSquare server components are down or inaccessible, disabling all usability of Client's IQ workstations</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 1 case within one (1) hour after opening.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after Client telephone contact to 800-987-0911.</p> <p>Priority 1 issues must be called in via 800-987-0911 to receive this level of response.</p> <p>There are no Priority 1 issues for: IQ CrimeView Dashboard IQ FireView Dashboard IQ CrimeMapping.com IQ NEARme</p>
<p>Priority 2 – Critical</p>	<p>Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Urgent Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.</p> <p>Generally, this means that a significant number of the system IQ workstations are negatively impacted by this error (e.g. does not apply to a minimal set of IQ workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 2 case within two (2) hours after opening.</p> <p>Priority 2 issues for IQ Search, IQ CrimeView Dashboard, IQ FireView Dashboard, IQ CrimeMapping.com, and IQ NEARme are not managed after Normal Customer Service Hours.</p> <p>Non-Urgent Priority issues may also be reported via https://support.centrsquare.com/s/contact-us</p>

<p>Priority 3 – Non-Critical</p>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CentralSquare initially responds to a Priority 3 case within eight (8) business hours after opening.</p> <p>Non-Critical Priority issues may also be reported via https://support.centrsqaure.com/s/contactcenter</p> <p>Non-Critical Priority issues are not managed after Normal Customer Service Hours.</p>
<p>Priority 4 – Minor</p>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CentralSquare initially responds the next business day after the pint of opening a Priority 4 case during CentralSquare’s normal local business hours or within two (2) business days after a P4 case is opened outside of CentralSquare’s normal local business hours.</p> <p>Minor Priority issues may also be reported via https://support.centrsqaure.com/s/contactcenter</p> <p>Minor Priority issues are not managed after Normal Customer Service Hours.</p>

- 9. Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Schedule A if the failure is directly caused by adverse impact due to:
- 9.1. defectiveness of the Client's environment, Client's systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.
 - 9.2. denial of reasonable access to Client's system or premises preventing CentralSquare from addressing the issue.
 - 9.3. material changes made to the usage of the Software by Client where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client or its subcontractors, or communications links necessary to the proper performance of the Software.
 - 9.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.
- 10. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
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Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live 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 live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 –Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the production system which may include a fix on the system prior to the next panned commercial release of the applicable CentralSquare product software.
Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the 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.

- 11. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Schedule A.
- 11.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 10 for regular System Maintenance.
- 11.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.
- 12. Virtual Private Network (VPN) Concentrator.** If Client’s desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Client’s location but is, and shall remain, the property of CentralSquare.
- 13. Client Cooperation.** Client may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Client may also be requested to perform resolution activities including, for example, modification of processes. Client agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement or valid Ordering Document. CentralSquare retains all Intellectual Property Rights in development work performed and Client may request consulting and development work from CentralSquare as a separate billable service.

ADDENDUM 1
BUSINESS ASSOCIATE ASSURANCE

In the event that CentralSquare is deemed to be a "Business Associate" of Client, and Client is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, CentralSquare, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with CentralSquare supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate CentralSquare Support Agreement; (ii) as required for the proper management and administration of CentralSquare in its capacity as a HIPAA Business Associate of Client, in the event CentralSquare is deemed to be a Business Associate of Client for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the CentralSquare Subscription Service License and Use Agreement;
- Report to Client any use or disclosure of PHI not provided for by the CentralSquare Subscription Service License and Use Agreement of which CentralSquare becomes aware;
- Ensure that any agents or subcontractors to whom CentralSquare provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CentralSquare with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Client in the event that CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Client the information required to provide an accounting of the disclosures of PHI, if any, made by CentralSquare on Client's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Client's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Client's compliance with HIPAA and the Privacy Regulations;
- At the termination of the CentralSquare Subscription Service License and Use Agreement, return or destroy all PHI received from, or created or received by CentralSquare on behalf of Client. In the event the return or destruction of such PHI is infeasible, CentralSquare's obligations as defined in this Business Associate Assurance shall continue in force and effect so long as CentralSquare possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the CentralSquare Subscription Service License and Use Agreement to the contrary, Client may terminate the Agreement if Client determines that CentralSquare has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information (“e-PHI”) that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Client of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by CentralSquare

Except as otherwise limited by the Agreement, CentralSquare may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Client if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, CentralSquare may use PHI for the proper management and administration of CentralSquare or to carry out the legal responsibilities of CentralSquare. CentralSquare may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if CentralSquare has been otherwise engaged by Client to perform these services.

ADDENDUM 2

(Current as of June 1, 2021)

Subscription Cost Summary

Application	Qty	Number of concurrent Users	1/31/2021-1/30/2022*	10/1/2021-9/30/2022
Crimemapping.com Annual Subscription Fee	1	N/A	\$ 1,200.00	\$1,260.00
IQ - CrimeView Dashboard Annual Subscription Fee	1	N/A	\$ 7,325.00	\$7,691.25
Total			\$ 8,525.00*	\$8,951.25

***Client has pre-paid through 1/30/2021, and any remaining balance shall be credited towards new term of 10/1/2021-9/30/2022 in the amount of \$2,841.66.**

Payment Terms:

Annual Subscription Fees for Client Fiscal Year 2020-2021 are due on execution of this Agreement, and annually as of October 1 each year after, subject to an annual increase of five percent (5%).