

RESOLUTION NO. 77-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF MONROE AND CENTRALSQUARE TECHNOLOGIES, LLC FOR A COMPUTER-AIDED DISPATCH (CAD) AND RECORDS MANAGEMENT SYSTEM (RMS) FOR THE POLICE DEPARTMENT AND COMMUNICATIONS CENTER.

WHEREAS, this replaces the current CAD/RMS system that has been in place for twelve years and is included in the 2026 capital improvement budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and CentralSquare Technologies, LLC pursuant to the terms and conditions set forth on "Exhibit A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: December 9, 2025

ATTEST:

APPROVED:



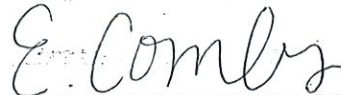
Clerk of Council



Mayor

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.



Clerk of Council
City of Monroe, Ohio

CentralSquare Solutions Agreement

Standard Terms and Conditions

This CentralSquare Solutions Agreement (the "Agreement"), effective as of the latest date shown on the signature block below (the "Effective Date"), is entered into between CentralSquare Technologies, LLC with its principal place of business in Lake Mary, FL ("CentralSquare") and Monroe Police Department, OH ("Customer"), together with CentralSquare, and each, a "Party".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("Solutions") to its customers and also provides maintenance, support, migration, installation and other professional services; and WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

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

Table with 2 columns: CentralSquare Technologies, LLC and Monroe Police Department. Fields include By, Print Name, Print Title, and Date Signed.

Solution: PSJ Pro

Term:

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years (as from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "Renewal Term" and, collectively, with the Initial Term, the "Term").

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

Fees:

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

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

CST-2025-103587

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below.

- 1.1. "Affiliate" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
1.2. "Authorized User" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
1.3. "Baseline Solution" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
1.4. "CentralSquare Systems" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
1.5. "Customer Data" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
1.6. "Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
1.7. "Defect" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
1.8. "Delivery" means:
1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method; or (b) physical shipment, such as on a disc or other suitable media transfer method; or (c) installation; or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
1.9. "Documentation" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
1.10. "End User Training" means the process of educating general users of the Software on the operation of the Software.
1.11. "Entity" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
1.12. "Hardware" means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
1.13. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
1.14. "Managed Services Hardware" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
1.15. "Maintenance" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance & Support) or Exhibit 8 (Managed Services Provisions).
1.16. "New or Major Releases" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

CST-2025-103587

- 1.17. "Personal Information" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2016), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
1.18. "Professional Services" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
1.19. "Project Kickoff" is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timeliness, and milestones are reviewed.
1.20. "Reliability Period" is the time period in which the Software is tested and confirmed reliable by successfully completing fifteen (15) consecutive days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
1.21. "Software" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). This term "Software" excludes any Third-Party Software.
1.22. "Software Version" means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a.b.c.d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
1.23. "Solutions" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
1.24. "Support Services" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
1.25. "Third-Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title

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

CST-2025-103587

- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sub licensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
2.4. Application Programming Interface ("API"). If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use the API for its own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.
2.5. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
2.6. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any Defect or warranty claims in accordance with Exhibit 8.
2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
3. Use Restrictions. Authorized Users shall not:
3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own valid access;
3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful, defamatory, obscene, fraudulent, or create any copyright, trademark, or other intellectual property, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any Third-Party, in whole or in part;
3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.
4. Audit.
4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and

CST-2025-103587

records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall cooperate to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any deficiencies in compliance and prompt payment of Fees.

5. **Customer Obligations.**

- 5.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and as required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
5.2. **Effect of Customer Failure or Delay.** CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
5.3. **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
5.4. **Maintaining Current Versions of CentralSquare Solutions.** In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable, Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. **Professional Services.**

- 6.1. **Compliance with Customer Policies.** While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
6.2. **Contributed Material.** In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("Contributed Material"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.
6.3. **Equal Opportunity.** CentralSquare shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment. Additionally, CentralSquare shall not discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee based on race, color, religion, sex, national origin, age, medical condition, marital status, sexual orientation, gender identity, genetic information, veteran status, or disability, or any other characteristic or classification protected by applicable law. Not Applicable.
6.4. **Criminal Justice Information Services.** To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines. Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

7. **Confidentiality.**

- 7.1. **Non-disclosure.** The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "Confidential Information" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and

future business plans as well as any and all Internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

- 7.2. **Exceptions.** A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

7.3. **Public Record.** As this Agreement is public record, CentralSquare is permitted to disclose Customer as a Customer. However, CentralSquare shall not make any statements or representations regarding Customer's opinion of CentralSquare or its services. CentralSquare may reach out to Customer from time to time for references or marketing engagements, subject to Customer's written approval.

8. **Security.**

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.
8.4. **Personal Data.** If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:
9.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own).
9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. **Representations and Warranties.**

- 10.1. **Intellectual Property Warranty.** CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
10.2. **Intellectual Property Remedy.** In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that it becomes non-infringing, but equivalent in functionality and performance.

- 10.3. **Software Warranty.** CentralSquare warrants to Customer that: (i) for a period of one year from Delivery (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of Delivery the Software does not contain any virus or other malicious code.
10.4. **Software Remedy.** If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option and as the sole remedy, reinstall the Software or correct the Defects pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
10.5. **Services Warranty.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
10.6. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRAL SQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRAL SQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRAL SQUARE 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 CENTRAL SQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRAL SQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

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

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

If to Customer: Monroe Police Department
601 S Main Street
Monroe, OH 45050
Phone: 513-539-9234
Email: buchananb@monroepoh.ohio.gov
Attention: Bob Buchanan

12. **Force Majeure.**

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

13. **Indemnification.**

- 13.1. **CentralSquare Indemnification.** CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection

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

13.2. **RESERVED.**

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

14. **Termination.**

- 14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.
14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

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

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty (30) days.
15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment for Deployment on a live and materials basis at CentralSquare's then standard rates"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
15.6. Decomversion. In the event of expiration or earlier termination of this Agreement, or (a) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Decomversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Decomversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Decomversion on a time and materials basis at CentralSquare's then standard rates.
15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

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

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

- 17.1. **Good Faith Negotiations.** The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

- 17.2. **Escalation to Mediation.** If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
- 17.3. **Confidential Mediation.** The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 17.4. **Litigation.** If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
18. **Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**
- 19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**
- 19.2. **CENTRAL SQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRAL SQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**
20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
26. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
27. **Material Adverse Change.** If any law, regulation, applicable standard, process, OSHA requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in significant extra costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
28. **Cooperative Purchases.** The Parties agree that other entities ("Cooperative Customers") may use this Agreement as a purchasing vehicle for similar CentralSquare software and services. Terms and conditions specific to each Cooperative Customer's purchase, including but not limited to pricing, payment terms, and scope of work, shall be negotiated separately between CentralSquare and the Cooperative Customer. A separate contract and any necessary supplemental documents shall be developed independently from this Agreement for each Cooperative Customer, and each such contract shall be fully independent of the others. The original Customer shall not be a party to any agreements made between CentralSquare and Cooperative Customers and will not incur any liability related to specifications, delivery, payment, or any other aspect of purchases made by Cooperative Customers.
29. **Order of Precedence.**
- 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
- 29.2. Customer's purchase order terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
- 29.3. Incorporated Exhibits to this Agreement:
- Exhibit 1: Solution(s) and Services Fee Schedule
 - Exhibit 2: Maintenance & Support
 - Exhibit 3: CentralSquare Access Management Policy
 - Exhibit 4: Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5: Statement of Work
 - Exhibit 6: Using/Assessing Agency Guidelines (if applicable)
 - Exhibit 7: Service Level Commitments (if applicable)
 - Exhibit 8: Managed Services Provisions (if applicable)
 - Exhibit 9: Community Data Platform Agreement (if applicable)
 - Exhibit 10: Third-Party Terms and Conditions

CST-2025-103587

CST-2025-103587

**EXHIBIT 1
Solution(s) and Services Fee Schedule**

Quote #: Q-218975

SOFTWARE INCLUDED

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1. CAD PS Pro CLC Location & Image Retrieval Annual Subscription Fee	1	8,100.00	- 810.00	7,290.00
2. CAD PS Pro Priority SMS Paging Annual Subscription Fee	1	6,300.00	- 630.00	5,670.00
3. CAD PS Pro RapidSOS LEI & Portal Integration Annual Subscription Fee	1	3,760.00	- 378.00	3,402.00
4. CentralSquare Pro CAD Cloud Dispatch Position Annual Subscription Fee	3	1,600.00	- 540.00	4,860.00
5. CentralSquare Pro CAD Cloud Platform Annual Subscription Fee	1	30,000.00	- 3,000.00	27,000.00
6. CentralSquare Pro Cloud AVL Mapping Annual Subscription Fee	1	6,550.00	- 655.00	5,895.00
7. Mapping PS Pro TAIP AVL Interface (import) Annual Subscription Fee	1	6,630.00	- 663.00	5,967.00
8. CentralSquare Pro CAD Cloud Mobile Position Annual Subscription Fee	14	450.00	- 630.00	5,670.00
9. Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	39	120.00	- 468.00	4,212.00
10. Mobile PS Pro Accident Reporting Annual Subscription Fee	14	130.00	- 162.00	1,638.00
11. Mobile PS Pro eCitations Annual Subscription Fee	14	190.00	- 266.00	2,394.00
12. CentralSquare Pro Cloud Personnel Annual Subscription Fee	1	1,232.00	- 123.20	1,108.80
13. CentralSquare AI Platform Annual Subscription Fee	1	3,000.00	- 300.00	2,700.00
14. Centerline AI User Annual Subscription Fee	39	350.00	- 1,365.00	12,285.00
15. CentralSquare Pro Records Cloud Officer Annual Subscription Fee	39	400.00	- 1,560.00	14,040.00
16. CentralSquare Pro Records Cloud Platform Annual Subscription Fee	1	30,000.00	- 15,000.00	15,000.00
17. PS Pro OH LEADSNIC Interface (Basic Queries) Annual Subscription Fee	1	5,120.62		5,120.62
18. PS Pro OH LEADSNIC Interface (Criminal History) Annual Subscription Fee	1	465.52		465.52
19. PS Pro OH LEADSNIC Interface (Warrants) Annual Subscription Fee	1	3,724.08		3,724.08
20. Records PS Pro Accident Reporting Annual Subscription Fee	1	2,650.00	- 265.00	2,385.00
21. Records PS Pro Accident Reporting State-Specific Form Annual Subscription Fee	1	2,650.00	- 265.00	2,385.00

22. Records PS Pro eCitations Annual Subscription Fee	1	2,650.00	- 265.00	2,385.00
23. Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	2,650.00	- 265.00	2,385.00
24. Public Safety Citizen Reporting (RMS) Annual Subscription Fee	1	2,500.00	- 250.00	2,250.00

Software Subtotal 168,112.22 USD
Discount - 27,860.20 USD
Software Total 140,252.02 USD

SERVICES INCLUDED

DESCRIPTION	TOTAL
1. Public Safety Data Conversion Services - Fixed Fee	36,075.00
2. Public Safety Project Management Services - Fixed Fee	7,410.00
3. Centerline Implementation Services - Fixed Fee	1,560.00
4. Public Safety Consulting Services - Fixed Fee	39,780.00
5. Public Safety GIS/Analytics Services - Fixed Fee	6,825.00
6. Public Safety Project Management Services - Fixed Fee	18,915.00
7. Public Safety Technical Services - Fixed Fee	26,740.00
8. Public Safety Training Services - Fixed Fee	17,745.00
9. Public Safety Travel & Living Expenses Estimate	9,200.00
Services Subtotal	163,250.00 USD
Discount	- 20,025.50 USD
Services Total	143,224.50 USD

QUOTE SUMMARY

Software Subtotal 168,112.22 USD
Services Subtotal 163,250.00 USD
Quote Subtotal 331,362.22 USD

CST-2025-103587

CST-2025-103587

Discount - 47,908.70 USD

Quote Total 283,455.52 USD

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	140,232.02

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- The Annual Subscription Fees shall increase by 5% beginning on Year 0 for On-Premise Subscriptions.

Services:

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1 st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

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

Hardware:

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

Licenses:

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

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

Third Party:

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

Invoice Terms:

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

ANCILLARY FEES

- Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption, otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law, 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.

CST-2025-103587

CST-2025-103587

**EXHIBIT 2
Maintenance & Support**

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

1. Product Updates and Releases

- Software Version.** "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a.b.c.d. An example of which would be 7.1.1.3, where the 7 refers to the major release, the 1 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- Updates.** From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- Releases.** Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

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

3. Online Support Portal

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

4. Exclusions from Technical Support Services

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

5. Customer Responsibilities

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

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

- Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

- At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

- Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems, and

- Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

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

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

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

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

- 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:

CST-2025-103587

CST-2025-103587

CENTRAL SQUARE
STATEMENT OF WORK

Monroe Police, OH

Version 1.0
Pro Suite Cloud

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

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Document Control

Date	Version	Details/Changes	Author
05.12.25	1.0	Initial Draft	A. Velazquez

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Page ii

MONROE POLICE, OH
Pro Suite – CAD/RMS/Mobile

MONROE POLICE, OH
Pro Suite – CAD/RMS/Mobile

Table of Contents

MONROE POLICE, OH1

1 OVERVIEW1

1.1 STATEMENT OF WORK1

1.2 GENERAL CUSTOMER RESPONSIBILITIES1

1.3 PROJECT EXCLUSIONS1

2 PROJECT DELIVERABLES3

2.1 OVERVIEW OF PROJECT DELIVERABLES3

2.2 PRODUCTION ENVIRONMENT3

2.3 TRAIN ENVIRONMENT3

2.4 SOFTWARE3

3 PROJECT CONTROLLING PROCESSES8

3.1 OVERVIEW8

3.2 CHANGE MANAGEMENT PROCESS8

3.2.1 CentraisSquare Responsibilities9

3.2.2 Customer Responsibilities9

3.3 PROJECT REPORTING10

3.3.1 CentraisSquare Responsibilities10

3.3.2 Customer Responsibilities11

3.4 DOCUMENT REVIEW11

3.4.1 Documents Subject to Customer Approval11

3.5 DOCUMENTS SUBJECT TO CUSTOMER REVIEW NOT REQUIRING APPROVAL11

3.5.1 CentraisSquare Responsibilities11

3.5.2 Customer Responsibilities12

3.6 THIRD-PARTY MANAGEMENT12

3.6.1 CentraisSquare Responsibilities12

3.6.2 Customer Responsibilities12

4 PROJECT INITIATION AND PLANNING14

4.1 OVERVIEW14

4.1.1 CentraisSquare Responsibilities14

4.1.2 Customer Responsibilities14

4.2 PROJECT KICKOFF15

4.2.1 CentraisSquare Responsibilities15

4.2.2 Customer Responsibilities15

5 PROJECT EXECUTION16

5.1 OVERVIEW16

5.2 SYSTEM INSTALLATION16

5.2.1 Cloud Components16

5.2.2 On-Premise Components16

5.2.3 Cloud Virtual Provisioning17

5.3 PRO SUITE STANDARD INTERFACES18

5.3.1 Overview18

6 GEOGRAPHICAL INFORMATION SERVICES (GIS)20

6.1 OVERVIEW20

6.2 ONE-TIME GIS DATA SET UP20

6.3 MAPPING – GIS DATA MIGRATION AND SCRUBBING (UP TO 12 MIGRATIONS PER YEAR)20

7 SERVICES22

7.1 PROJECT MANAGEMENT22

7.1.1 Customer's Dedicated Project Manager Responsibilities22

7.1.2 CentraisSquare Project Manager and Project Team22

7.2 IMPLEMENTATION PROCESS OVERVIEW23

7.2.1 Kickoff Meeting23

7.2.2 Business Practice Review23

7.2.3 Configuration23

7.2.4 Data Conversion and GIS Data Conversion23

7.2.5 Functional Acceptance Testing24

7.2.6 Train-the-Trainer and/or End User Training24

7.2.7 Go Live24

7.3 TRAINING AND CONFIGURATION24

7.3.1 Training24

7.3.2 System Configuration and Training24

7.3.3 Train-the-Trainer and/or End User Training25

7.3.4 Training Resources25

8 SYSTEM AND SUBSYSTEM GO-LIVE26

8.1 OVERVIEW26

8.1.1 Cloud Go-Live27

8.1.2 CentraisSquare Responsibilities28

8.1.3 Customer Responsibilities28

9 PROJECT CLOSURE30

9.1 OVERVIEW30

9.1.1 CentraisSquare Responsibilities30

9.1.2 Customer Responsibilities30

10 DATA CONVERSION (CENTRAL SQUARE)31

10.1 CMI CMICA CAD31

10.2 CMI CIVICA RECORDS.....32

11 RELIABILITY PERIOD.....33

12 APPENDIX A – STANDARD CENTRAISQUARE INTERFACES.....34

1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the "Agreement") between CentralSquare Technologies, LLC (CentralSquare) and Monroe Police, OH ("Customer").

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

1.2 General Customer Responsibilities

In addition to those Customer responsibilities stated elsewhere in this SOW, Customer is responsible for the following:

- Electrical facilities – cabling, network communications, telephone, other voice/data connections and peripherals for system workstations and mobiles for production and training use.
- CentralSquare will provide Network Requirements Document and Server Requirements Document that outline the required network and port configuration needed for the application to function within the Customer network.
- The installation, configuration, maintenance (including patch management and upgrades of Microsoft software on workstations and mobile computers).
- Configuration, maintenance, testing, and supporting the third-party systems that Customer operates, and which will be interfaced with as a part of this project. This project includes the contracted Interfaces listed in Appendix A – Standard CentralSquare Interfaces.
- Consoles, furniture, or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles, or existing facilities. Installation of workstations into consoles, furniture, vehicles or like items, is the responsibility of Customer.
- Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are regular Project meetings, discussion regarding Interfaces, network planning, testing, and system installation planning.
- The project timeline will require a commitment by Customer staff to attend project meetings and execute action items within the mutually agreed upon defined time parameters in the project schedule.

1.3 Project Exclusions

CentralSquare provides software applications that it develops. These applications are sold as is and are considered to be "Commercial Off the Shelf" (COTS) software packages. The functionality of these

products will be based on CentralSquare's current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

- Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.
- Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.
- Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- CentralSquare is not responsible for the deficiencies in the Customer's internal or contracted network to support Pro Suite workstations/mobiles.
- This project does not include creation or modification of GIS data by CentralSquare staff.
- CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.
- CentralSquare is not responsible for submitting NIBRS data to the State. Customer assumes responsibility to take the necessary steps within the Subsystem to submit NIBRS data monthly to the State unless otherwise noted in the Agreement.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services to implement the CentralSquare PS Pro Suite cloud. The Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all server and user licenses, interfaces, as well as other CentralSquare tools and utilities.

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

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature.

2.2 Production Environment

This is the primary environment which is used for normal day-to-day operations. Under normal circumstances all users will be live on this system. It will contain the primary production databases and data used by the system for live operations. The production environment for the Customer will be hosted on the AWS GovCloud.

2.3 Train Environment

The train environment will be hosted in the AWS GovCloud and can be utilized for new staff training, refresher training, and for testing new software releases and or configuration changes. The train environment can mirror and be refreshed from the production environment at the request of the Customer.

2.4 Software

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

Pro Suite Base	<ul style="list-style-type: none"> Operating system software Database software Master name index Master address index Master vehicle index 	<ul style="list-style-type: none"> Secure intra-Customer messaging Configurable dashboard Web address links No duplicate data entry Authentication
Administration (Core)	<ul style="list-style-type: none"> Equipment Fleet Management Inventory Management Purchase Requisitions 	<ul style="list-style-type: none"> Service Dogs Policy Manual Full audit trail Custom Forms
CAD (Core)	<ul style="list-style-type: none"> Command-line entry Bulletins Configurable CAD Windows Inactivity Alarms Rip and Run Full audit trail 	<ul style="list-style-type: none"> Command Log Triple I Custom CAD Commands Unit Alarms ANI/ALI
CAD (Advanced)	<ul style="list-style-type: none"> Alarm Billing Alarm Calls Nurse Calls Scheduled and Recurring Scheduled Calls Tow Calls Custom Forms 	<ul style="list-style-type: none"> NCIC Automation Basic Paging Run Cards and Unit Recommendation Unit Specialties Web windows Caller Location Query (CLQ) Subscription Service

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Mapping (Core) – Server Based	<ul style="list-style-type: none"> Command-line entry Drag and drop commands Visual status alerts User-configurable map layers GIS functions with map window closed Active calls for service 	<ul style="list-style-type: none"> Call for service click-through Custom map markers Address verification Faster map functions (compared with non-server version) Required for 15 or more AVL units
Mapping AVL	<ul style="list-style-type: none"> Vehicle locations on map 	<ul style="list-style-type: none"> Call for service integration
Civil (Core)	<ul style="list-style-type: none"> Civil Papers Configurable paper types 	<ul style="list-style-type: none"> Service attempt log Full audit trail
Mobile Core	<ul style="list-style-type: none"> Grants access to the CentralSquare Mobile application 	
Mobile Accident Reporting	<ul style="list-style-type: none"> Driver's license and vehicle registration scanning Automated NCIC driver's license and registration queries Prefill from NCIC return (for agency State only) 	<ul style="list-style-type: none"> Paper accident report creation and printing Case report association
Mobile AVL	<ul style="list-style-type: none"> Vehicles shown on map 	<ul style="list-style-type: none"> Call for service integration
Mobile CAD	<ul style="list-style-type: none"> User-configurable layouts Day/Night mode Instant messaging 	<ul style="list-style-type: none"> Silent dispatch Bulletins/BOLOS NCIC queries

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Mobile eCitations	<ul style="list-style-type: none"> Off-line operation Driver's license and vehicle registration scanning Automated NCIC driver's license and registration queries 	<ul style="list-style-type: none"> Prefill from NCIC return (for agency State only) Paper ticket creation and printing Case report association
Mobile Mapping	<ul style="list-style-type: none"> Active calls for service Map Markers Visual status alerts 	<ul style="list-style-type: none"> User configurable map layers Route from current location to CFS location
Mobile Records	<ul style="list-style-type: none"> Cases Warrants 	<ul style="list-style-type: none"> Master index access (including mug shots and alerts)
Personnel (Core)	<ul style="list-style-type: none"> Personnel Log 	<ul style="list-style-type: none"> Full audit trail
Personnel (Advanced)	<ul style="list-style-type: none"> Commendations Disciplinary Actions Positions Promotions 	<ul style="list-style-type: none"> Service History Training Citizen Feedback
Public Safety Citizen Reporting (P2C)	<ul style="list-style-type: none"> Standalone application Online reporting platform for citizens to report non-emergency incident reports 	
Records (Core)	<ul style="list-style-type: none"> Case Reports NIBRS Submission Master Record Notes Protection Orders Warrants Juvenile Referral List 	<ul style="list-style-type: none"> Pawn Property Pistol Permits Sex Offenders Full audit trail

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Records (Advanced)	<ul style="list-style-type: none"> Field Identifications Expungement Intelligence Cases Investigative Leads Form Requirements Tow Calls Bicycle Registrations 	<ul style="list-style-type: none"> Parking Tickets Custom Forms Accident Reporting w/State Specific Form eCitations w/State Specific Forms
Reporting (Core)	<ul style="list-style-type: none"> Pre-defined reports Custom reports Ad-hoc reports Drag and drop report building Export to PDF, XLS, XML, TXT 	<ul style="list-style-type: none"> Custom data filters Statistical analysis Scheduled reports COMSTAT compatible Emailed reports Universal Interface Engine
CentralSquare Field Ops	<ul style="list-style-type: none"> CJIS compliant mobile device app Integrated photo and audio capture tools 	<ul style="list-style-type: none"> Real-time CFS data access Uses existing CentralSquare Suite user credentials
Community Data Platform (CDP)	<ul style="list-style-type: none"> Search engine for CentralSquare Suite CAD and RMS Data Up to 10 concurrent users supported 	<ul style="list-style-type: none"> State-wide data sharing
Centerline AI	<ul style="list-style-type: none"> Web-based application -- Cloud Native Integrated AI into Report Writing System Body Worn Camera transcription State specific e-charging forms 	<ul style="list-style-type: none"> Configurable forms, fields, and exports Required state exports Included Completed and approved records for reporting

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3 PROJECT CONTROLLING PROCESSES

3.1 Overview

The establishment of defined processes for Customer communication (contact persons and reporting methods) provides a basis for effective and regular communication.

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

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

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

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project.

3.2 Change Management Process

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

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

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Page 8

3.3 Project Reporting

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

- Accomplishments during the Reporting Period.
- Planned upcoming activities.
- Issues.
- Risks.
- Key Action Items.

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

During the course of the Project, one or more Project Provisioning Guides will be created to document Project Issues and action items. These Provisioning Guides are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project Provisioning Guides are reviewed with Customer on an as needed basis through the course of the Project. The Consultant is responsible for periodically providing copies of updated Provisioning Guides.

CentralSquare will provide an updated Project Schedule advising Customer Project Manager of the progress of project activities. The Project Schedule will consist of the following:

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

3.3.1. CentralSquare Responsibilities

- a. Provide a written report of Project status once a month.
- b. Track issues and action items to closure through product specific Provisioning Guides. Customer will be periodically provided with updated copies of the Provisioning Guide.
- c. Conduct status meetings/conference calls every two (2) weeks.
- d. Maintain an up-to-date Project Schedule.

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Page 10

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

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

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

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that Customer not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post go-live delivery.

3.2.1. CentralSquare Responsibilities

- a. CentralSquare will capture the information required to prepare a Change Order and submit to the Customer.

3.2.2. Customer Responsibilities

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

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Page 9

3.3.2. Customer Responsibilities

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

3.4 Document Review

In the course of the Project, CentralSquare will deliver several documents to the Customer for review. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided electronic (soft copy). If Customer desires printed (hard copy) documentation, it is their responsibility to print and bind the desire copies. The CentralSquare Project Manager will retain a copy and provide the Customer with a copy.

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

Status Reports are not subject to approval.

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

3.4.1. Documents Subject to Customer Approval

- a. Change Orders
- b. System Review
- c. Cloud Verification

3.5 Documents Subject to Customer Review not Requiring Approval

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

- a. Project Status Report.

3.5.1. CentralSquare Responsibilities

- a. Distribute the documents to Customer.
- b. Coordinate the process to consolidate comments and edit documents.

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Page 11

- c. Manage the signoff process for applicable documents and the distribution of originals to Customer and CentralSquare for filing.

3.5.2. Customer Responsibilities

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

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

3.6 Third-Party Management

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

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

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

3.6.1. CentralSquare Responsibilities

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

3.6.2. Customer Responsibilities

- a. Work directly through CentralSquare with regard to third parties that are the responsibility of CentralSquare.

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4 PROJECT INITIATION AND PLANNING

4.1 Overview

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

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

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

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

4.1.1. CentralSquare Responsibilities

- a. Assign a Project Manager to the Project to participate in initiation phase activities.
- b. Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- c. Baseline the Project Schedule.

4.1.2. Customer Responsibilities

- a. Assign a Project Manager for the Project to participate in initiation phase activities.
- b. Identify and engage Customer's Project team.
- c. Review and comment on the CentralSquare Project Management Plan and the Project Schedule.
- d. Review and comment on CentralSquare provided documentation to support initiation activities.

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4.2 Project Kickoff

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

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

4.2.1. CentralSquare Responsibilities

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

4.2.2. Customer Responsibilities

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

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5 PROJECT EXECUTION

5.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of configuration, installation and testing of software deliverables and migration from on premise to cloud. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

5.2 System Installation

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

Cloud virtual provisioning will be the responsibility of CentralSquare. With the exception of on-premise hardware components listed in this SOW, section 5.2.2 – On-Premise Components, future on-premise hardware provisioning is the responsibility of the Customer. Installation of CentralSquare software on on-premise hardware is the responsibility of CentralSquare.

This implementation will be: a combination of cloud and on-premise components.

5.2.1. Cloud Components:

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

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

It is preferred that the connection between the Customer and the CentralSquare AWS environment be on a dedicated circuit that is not shared with general internet users on the agency side. For most deployments, a typical business class internet circuit is sufficient when appliances on each end of the connection have 1Gb connections. The Customer will only be responsible for their side of the connection with CentralSquare maintaining the AWS side. Redundant connections are highly recommended.

5.2.2. On-Premise Components:

CentralSquare will provision the current server hardware on premise, as needed, for use of the CentralSquare provided NCIC Interface and CentralSquare's portion of the required interfaces.

The administration services of the on-premise environment is the responsibility of CentralSquare: including support and maintenance of the underlying infrastructure.

5.2.3. Cloud Virtual Provisioning

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

5.2.3.1 CentralSquare Responsibilities

- a. Host technical meeting with Customer network/systems administration staff.
- b. Provision connection to Customer's endpoint in coordination with the Customer.
- c. Provide port and protocol information to Customer for firewall rules.
- d. Provide guidance on DNS forward lookup zones needed for interoperability between Customer networks and cloud deployment.
- e. Provide guidance on routing needed from Customer networks to cloud environment.
- f. Whitelist IP ranges and addresses.
- g. Provision cloud systems.
- h. Provide URLs and any other paths for Customer connectivity.

5.2.3.2 Customer Responsibilities

- a. Attend the technical meeting with CentralSquare resources.
- b. Acquire ISP connections.
- c. Provide an endpoint device.
- d. Provide endpoint public IP address for the connection to CentralSquare cloud environment.
- e. Work with CentralSquare technical staff to provision the connection.
- f. Open firewall as directed by CentralSquare technical staff.
- g. Implement DNS forward lookup zones for interoperability with cloud environment.
- h. Provide routing rules to route traffic through the connection as advised by CentralSquare technical staff.

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- i. Identify subnets where workstations will connect from and to the cloud environment.

5.3 Pro Suite Standard Interfaces

5.3.1. Overview

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

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

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

Standard interfaces to be implemented for this project are listed within the Agreement and Appendix A – Standard CentralSquare Interfaces.

Note: Modifications requested by Customer to a standard interface may incur additional cost and could result in project delays, since modifications to standard interfaces are only released with a major software version.

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

Some interfaces may require the continued presence of a service (sftp, smb share) in the customer's environment which can move files from an agency-specific network location to a location accessible by the interface in the cloud.

5.3.1.1 CentralSquare Responsibilities

- a. Install and configure interfaces in the production cloud environment.
- b. Demonstrate proper functionality of the interfaces to the customer.

5.3.1.2 Customer Responsibilities

- a. Verify the proper functionality of the interfaces in the cloud and provide feedback within ten (10) business days.
- b. Work with CentralSquare personnel to identify network requirements for making third-party system endpoints available to the cloud-hosted interfaces.

- c. Provide SFTP and SMB information to CentralSquare and third party vendors as required.

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

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

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6 GEOGRAPHICAL INFORMATION SERVICES (GIS)

Installation of CentralSquare software on on-premise hardware is the responsibility of CentralSquare.

6.1 Overview

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

If CentralSquare was not provided a data sample of Customer's current data sources requiring conversion. Therefore, CentralSquare is unable to accurately estimate the level and scope of effort associated with the data conversion. Once provided a data sample, CentralSquare will discuss with Customer any changes to the scope or price of this implementation.

6.2 One-Time GIS Data Set Up

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

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

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions.

CentralSquare will apply up to 12 GIS updates per year to the Customer's map as part of this contract. The customer is responsible for providing a data set with a consistent structure and submitting a Support Case for the work. Changes to the structure of the provided data set may be outside of the scope of maintenance unless otherwise determined by CentralSquare.

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

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

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

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7 SERVICES

7.1 Project Management

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

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

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

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

7.1.1. Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
 - (a) Module Subject Matter Experts (SMEs)
 - (b) Hardware Project Manager
 - (c) CentralSquare Build Team Members
 - (d) Data Conversion Review Team Members
 - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

7.1.2. CentralSquare Project Manager and Project Team

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and

manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

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

7.2 Implementation Process Overview

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

7.2.1. Kickoff Meeting

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

7.2.2. Business Practice Review

During this onsite meeting, the CentralSquare project team works with Customer's build team and will demo CentralSquare Suite modules and guide the agency on their configuration tasks.

7.2.3. Configuration

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

7.2.4. Data Conversion and GIS Data Conversion

Data not contained in systems listed in the *Pro Suite Data Conversion Modules and Field Reference* document will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Consultant. Code tables will not be part of the converted data.

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

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

Down time for any given conversion depends on several factors:

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1. Legacy Data Source
2. Timing of gaining final legacy data cut
3. Timing of final legacy data restoration
4. Timing of final Data Conversion Run

Special Considerations

- Any type of legacy data backup outside of a .bak file WILL add additional time in order to be restored so that the Data Conversion can commence
- Agency is responsible for tracking any data that is entered between the time of the final legacy data cut and when CSPro goes live
- Agency is responsible for generating a plan (including resources) to back enter any data from between the time of the final legacy data cut and when CS Pro goes live

See Exhibit A; Statement of Work: 6.0 Geographical Information Services (GIS) for information regarding the GIS data conversion process.

7.2.5. Functional Acceptance Testing

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

7.2.6. Train-the-Trainer and/or End User Training

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

7.2.7. Go Live

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

7.3 Training and Configuration

7.3.1. Training

CentralSquare staff will provide remote training.

7.3.2. System Configuration and Training

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

7.3.3. Train-the-Trainer and/or End User Training

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

7.3.4. Training Resources

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

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

7.3.4.1 Instructor Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)

7.3.4.2 Trainee Resources

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

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8 SYSTEM AND SUBSYSTEM GO-LIVE

8.1 Overview

Go-Live of PS Pro Subsystems into the production environment is a highly orchestrated activity that will require resources from both Customer and CentralSquare teams. Go-Lives are conducted on consecutive weekdays (Monday - Friday).

CentralSquare and Monroe Police, OH will work together to determine the appropriate time for go-live and downtime for the final synchronization prior to Go-Live.

- a. "Go-Live" is defined as "First use of a Solution or module of a Solution in a production environment". A separate Go-Live may take place with respect to each Subsystem and each Interface.
- b. "Go-Live" means "First use in a non-test bed environment".

Major Task	Description
Schedule	CentralSquare and Customer will conduct all associated go-live tasks as indicated in the approved Project Schedule, associated documents, and per the Agreement.
Pre-Requisite Go-Live Tasks	CentralSquare project manager and Customer will ensure all end user training has been completed, and that all go-live deliverables are completed. CentralSquare project manager will schedule and monitor Internal and Customer-facing go-live readiness checks during team planning meetings. CentralSquare project manager and Customer project manager, along with key resources, will conduct separate planning meetings to draft/Approve the go-live plan. The go-live plan provides details about the time period for the event, products involved, supportive roles and responsibilities, the overall timeline for the go-live, establishes meeting dates/times, the issue reporting and escalation processes, transition to support, and communications plan.
Go-Live Preparation	CentralSquare and Customer will draft the CentralSquare Go-Live Authorization Letter. The Go-Live Authorization Letter confirms system has been tested, and that Customer agrees to proceed with moving the system to live operation. It acknowledges sufficient user training has been completed, confirms software is

functional for a live environment, and that none of the currently identified issues are critical to the go-live. It lists all Subsystems included for go-live and any exceptions that will not be included (if applicable). Date and time of the go-live is memorialized, along with assurance Customer's technical team and subject matter experts will be available 24 hours a day to support during business hours to support the ProSuite go-live (8:00am - 5:00pm MT Monday - Friday) unless otherwise noted in the Agreement. Customer is required to sign off on the Go Live Authorization Letter prior to Go Live.

The CentralSquare project manager will coordinate the completion of pre-go live checklists at regular intervals in the weeks leading up to the go-live to ensure the system is ready. Both CentralSquare and Customer have responsibilities to complete the Checklists.

Go-Live	The system is brought into production per the go-live plan and Go-Live Authorization Letter and go-live support is provided by CentralSquare. CentralSquare Go-Live Support Services: PS Pro Onsite Go-Live Support Services: Four (4) days go-live support, eight (8) hours per day (8:00am - 4:00pm ET). Days 1 - 4: CentralSquare will host a Kickoff call for the go-live event and establish scheduled check in calls with the Customer throughout the remainder of the day to review any issues reported, concerns, etc. Each day will conclude with a final check in call to review all issues and status. During go-live, issues are reported and managed by CentralSquare with Customer's assistance. Upon cessation of go-live support by CentralSquare, issues are reported and managed by the Customer.
Transition to Support and AM	At the conclusion of the go-live, the project is closed and transitioned into Maintenance and Support. This also begins the relationship between the Customer and the Account Manager (AM)
Post Go-Live Deliverables	If applicable, post go-live deliverables will be managed to completion of delivery by the CentralSquare project manager per the Agreement.

8.1.1. Cloud Go-Live

The cloud pre-production environment is ready for go-live once the Customer has completed a review of the system. This pre-production environment will become the production environment.

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Configuration changes from this point forward will be made in the cloud production environment.

Upon completion of bringing the cloud production environment online, each workstation and Mobile client will need to be updated to connect to the PS Pro cloud production environment. Once they have been updated, the Customer will be able to log in to workstations connected to the cloud environment.

- 8.1.1.1 **CentralSquare Responsibilities**
 - a. Coordinate with the Customer to identify a mutually agreed upon go-live date.
 - b. Bring cloud environment online.
- 8.1.1.2 **Customer Responsibilities**
 - a. Coordinate with CentralSquare to identify a mutually agreed upon go-live date.
 - b. Ensure all on-premise workstations meet the requirements of the production PS Pro cloud version.
- 8.1.2. **CentralSquare Responsibilities**
 - a. Complete internal go-live readiness checks and interval team planning meetings.
 - b. Prepare a go-live plan for delivery to Customer.
 - c. Prepare a Go-Live Authorization Letter and deliver to Customer.
 - d. Identify the participants for the go-live in accordance with the terms of the Agreement.
 - e. Coordinate CentralSquare personnel in advance of the go-live date to complete final tasks as a part of the go-live preparations.
 - f. Assist Customer in placing the system into production.
 - g. Assist Customer staff in usage of the system as well as documenting, reporting, and researching issues.
 - h. Provide support during and after system go-live as specified within the Agreement.
- 8.1.3. **Customer Responsibilities**
 - a. Complete end user training needed to support the operation of Subsystems.
 - b. Participate in review of the go-live Plan.
 - c. Review and approve the Go-Live Authorization Letter no later than three (3) weeks prior to go-live.
 - d. Complete prerequisite tasks as directed by CentralSquare.

- e. Place the software into production and begin operational use in accordance with the project schedule, go-live plan, and Go-Live Authorization Letter.
- f. Provide adequate persons for the supervision and assistance to end users during go-live and beyond the participation of the CentralSquare staff.
- g. Provide IT support to cover all Customer end user and CentralSquare staff hours of operation.
- h. Develop a process for the identification of, research, reporting and resolution of issues.

9 PROJECT CLOSURE

9.1 Overview

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

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

- 9.1.1. **CentralSquare Responsibilities**
 - a. Perform payment reconciliation, deliver final project TCRs which generate remaining invoices.
 - b. Transition the CentralSquare point of contact from the project manager to Customer Support Department.
 - c. Provide continued support based on terms of Agreement.
- 9.1.2. **Customer Responsibilities**
 - a. Provide approval of final Project TCRs within five (5) business days.
 - b. Process payment of final invoices.

10 DATA CONVERSION (CENTRALSQUARE)

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Module and data fields available for conversion are documented in the *Pro Suite Data Conversion Modules and Field Reference* document. Any modules and fields not explicitly listed are outside of the project scope and will not be included in the conversion. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

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

- (a) MS SQL .bak files with database version and credential information from MSSQL Server 2008R2 or newer
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information
- (d) MS Access 2003 or newer .mdb files (only for source systems already using Access)
- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

After the first provision of data (backups/extracts), subsequent data provision must be provided in a consistent format and in a timely manner. For Go Live data provision the data should be provided in less than two (2) days from the request for the backup.

The go-live data conversion run will include data up until the final cut of the legacy vendor database. The gap in data will be equal to the time it takes for the agency to provide the legacy database through go live of Pro Suite. The agency should anticipate the need for retroactive data entry for any information acquired during this downtime. The responsibility for managing data tracking during this period lies with the agency.

10.1 CMI Civica CAD

Data will be converted into the CentralSquare CAD module from the CMI Civica CAD database and data will be provided in one of the formats listed above.

Pro Suite Data Conversion Modules and Field Reference document lists the fields to be converted into Pro Suite CAD.

10.2 CMI Civica Records

Data will be converted into the CentralSquare Records module from the CMI Civica Records/RMS database and data will be provided in one of the formats listed above.

CentralSquare Pro tracks property and evidence across all modules as a unified record. If the legacy system stores property and/or evidence as a distinct record or in multiple unlinked records for the same element, in order to retain as much relevant information as possible, duplications may be created.

Pro Suite Data Conversion Modules and Field Reference document lists the fields to be converted into Pro Suite Records.

11 RELIABILITY PERIOD

The Reliability Period is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in the Master Agreement.

At the conclusion of the Reliability Period, as further defined in the Agreement, the Software will be deemed reliable by the Customer and CentralSquare.

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12 APPENDIX A – STANDARD CENTRALSQUARE INTERFACES

The scope of functionality for these Standard Interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the capabilities of the external system being interfaced. Descriptions of each of the standard interfaces below is the basis for the scope of detailed requirements, described in the FDD. Any changes in the requirements documented and approved in the System FDDs are subject to Change Order.

Standard Interfaces

Standard Interfaces are included in the Contract and listed in this SOW. If not explicitly listed in the Contract, the interface will not be supported.

Standard Interface	Description
Interface Name	Pro CAD API
Interface Description	This is a RESTful API that currently utilizes JSON format. The API allows the client IT staff to set up various integrations on their own and to expand interface capabilities as operational needs change, reducing the need for CentralSquare to complete integrations and allowing quicker time to project close.
Vendor	CST
Subsystem	CAD
Direction	Bi-Directional
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Basic Paging Interface (SMTP/Email)
Interface Description	This is a one-way interface from CentralSquare CAD. Pages are sent via email from CentralSquare CAD. CentralSquare enables the paging functionality in CAD. <i>Customer is responsible for configuring paging groups, templates, and trigger events for this interface.</i>
Vendor	CST
Subsystem	CAD
Direction	Export
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	E911 (ANI/ATI) Interface

Interface Description	This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it. <i>Customer is responsible for ensuring that:</i> <ol style="list-style-type: none"> 911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD. 911 spill data can be pushed to CentralSquare CAD at a decided upon frequency. ALI data meets NENA standards
Vendor	TBD
Subsystem	CAD
Direction	Export
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Priority SMS Paging Interface
Interface Description	This is a one-way interface from CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from CAD. The connection to the Priority SMS interface is set up by CentralSquare. <i>Customer will perform all entry and configuration of phone numbers for SMS users.</i>
Vendor	CST
Subsystem	CAD
Direction	Export
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	RapidSOS (LEI) Intergration
Interface Description	This integration with RapidSOS is dependent on creating a CFS from an ALI spill and on RapidSOS processing and returning caller location information. This is a one-way interface from RapidSOS to CS CAD Pro. Upon request from the user, CAD calls the RapidSOS API's Location Request function to retrieve the 911 caller's mobile location (latitude and longitude) and reverse-geocoded address. CAD provides options to set the location as the Call for Service (CFS) address, as well as plot within CS Mapping Pro.

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	CAD integration with RapidSOS is dependent on RapidSOS processing and returning caller location information.
Vendor	RapidSOS
Subsystem	CAD
Direction	Export
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	RapidSOS (Portal) Intergration
Interface Description	This embedded interface gives users the ability to launch the RapidSOS portal directly from the CAD Pro CFS screen, by way of using the RapidSOS IRP (Integrated RapidSOS Portal) API. The phone number on the CFS can be auto-queried upon the launch of Portal. This will eliminate dual entry and remove the need to launch the portal manually leading to time savings in critical situations to provide life-saving information.
Vendor	RapidSOS
Subsystem	CAD
Direction	Import
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Rip and Run Interface (Fax/Email)
Interface Description	This is a one-way interface from CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server. Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations.
Vendor	CST
Subsystem	CAD
Direction	Export
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	TAIP AVL Interface
Interface Description	This is a one-way interface from a UDP TAIP AVL system to CS CAD Pro and Mapping Pro. CAD will receive and update Mapping with AVL information (latitude and longitude geolocations) for

	configured CAD units. Unit location and coordinates will be updated within Mapping from a data feed provided by the AVL system that CAD will consume at a configurable interval of time. On-duty CAD unit icons are shown within Mapping at their current location provided by the AVL system. This interface is built to consume TAIP formatted data from devices that are required to connect to the CAD network via Custom Wireless private network or through a configured VPN. Known vendors that support this type of data format: Sierra, Cradle Point. This is sold as a standard interface. There will be no software modifications or changes to this standard interface.
Vendor	IBD
Subsystem	Mapping
Direction	Import
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	LEADS/NCIC Interface (Basic Queries)
Interface Description	This is a two-way interface between CS Pro Suite and the CentralSquare-provided NCIC server. The following basic queries will be generated by CS Pro Suite and passed to the NCIC server: Article, Boat, Gun, Driver License, Driver History, and Vehicle Registration. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to CS Pro Suite. <i>Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. . NCIC queries will return for all states, but will only data mine for the state the customer is located in. Additional state data mining can be purchased separately.</i>
Vendor	CommSys
Subsystem	Pro Suite
Direction	Bi-Directional
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	LEADS/NCIC Interface (Criminal History)
Interface Description	This is a two-way interface between CS Pro Suite and the on-premise NCIC server. Criminal History Queries (FQ, HITZ, ITN,

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	IQ, QH, QHO, QRO, QR, QWI, SERCH, SER, ZCO, ZIO, ZR, and ZSO) are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data. <i>Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC queries will return for all states, but will only data mine for the state the customer is located in. Additional state data mining can be purchased separately.</i>
Vendor	CommSys
Subsystem	Pro Suite
Direction	Bi-Directional
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	LEADS/NCIC Interface (Warrants)
Interface Description	This is a two-way interface between CS Pro Suite and the OH message switch. Authorized CS Pro Suite users can perform wanted person submissions to NCIC via the OH message switch directly from the warrants screen in CS Pro Suite. Contractor will provide the following forms: Wanted Person (Entry, Modify, Clear, Cancel, Locate, Supplemental Entry, Supplemental Cancel, Query) and Missing Person Query. Request and return information will be logged to the NCIC tab on the warrants screen in CS Pro Suite, and contain a link to the warrant.
Vendor	CommSys
Subsystem	Pro Suite
Direction	Bi-Directional
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Pro Records/RMS API
Interface Description	This is a RESTful API that currently utilizes JSON format. The API allows the client IT staff to set up various integrations on their own and to expand interface capabilities as operational needs

	change, reducing the need for CentralSquare to complete integrations and allowing quicker time to project close.
Vendor	CST
Subsystem	RMS
Direction	Bi-Directional
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Reporting Universal Interface
Interface Description	Internal to the Pro Reporting application, the reporting universal interface engine is used to fulfill the recurring report or RESTful interfaces.
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Time Synchronization Interface
Interface Description	This is a one-way interface that uses NTP to keep all of the CentralSquare server's clocks in sync.
Required for Go-Live	Yes

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EXHIBIT 7

Service Level Commitments

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. Service Level Commitments

- A. **Availability.** During any calendar month, the availability of the Solution shall be no less than 99.99%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. **Measurement.** Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment.
- C. **Calculation.** Service availability for a given month shall be calculated using the following calculation:
 - I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - II. Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. **Remedy.** If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability in the relevant service period	Percentage reduction in monthly fee for the subsequent service period
Less than 99.99% but greater than or equal to 99.9%	1%
Less than 99.9% but greater than or equal to 99.5%	5%
Less than 99.5%	10%

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

2. **Exceptions.** The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or its hosting partner's control. Such factors may include, but are not limited to:

- A. **Internet Access.** Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;
- B. **Customer's Internal Network Issues.** Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;
- C. **Third-Party Acts.** Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

- D. **Gross Negligence or Willful Misconduct.** Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,
- E. **Force Majeure.** A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.
- 3. **Server Performance & Capacity.** The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
- 4. **Releases.** Customer agrees keep the software up-to-date with the cloud release cycle as determined by CentralSquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the CentralSquare deems necessary.
- 5. **Non-Production Environments.** Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

CST-2025-103587

CST-2025-103587

EXHIBIT 8

Managed Services Provisions

1.0 Software Updates

While this Agreement remains in full force and effect, and all fees are paid and current, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer.

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

1.1 Included Updates

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

- 1. Bug fixes;
- 2. Enhancements to products licensed by Customer under this Agreement;

1.2 Not-Included Updates

Updates do not include:

- 1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
- 2. New functions such as new modules, components, products, or applications.

2.0 Hardware Updates

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

3.0 Support

3.1 General Support

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

Support does not include custom programming services or training.

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

3.2 Remote Support

Software Support for managed services solutions shall be provided in accordance with Exhibit 3, (CentralSquare Access Management Policy).

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

3.3 Server Hardware Maintenance

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

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

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

3.4 Customer Responsibilities

3.4.1 Access to Premises

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

3.4.2 CentralSquare Server Access

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

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

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

3.4.3 Network Configuration Notification Requirements

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

3.4.4 System Administrator

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

3.4.5 Security

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

3.4.6 System Updates

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

CST-2025-103587

CST-2025-103587

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

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

CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare.

COMMUNITY DATA PLATFORM MEMBERSHIP PROGRAM

Client: **Monroe Police Department**

Membership

- A. CentralSquare Technologies, LLC ("CentralSquare") offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.
- B. Clients who wish to qualify as a Member Agency must:
- Be a CJIS compliant Law Enforcement Agency
 - Agree to contribute data to the Community Data Platform including:
 - CAD
 - RMS Incidents
 - RMS Arrests
 - RMS Warrants
 - RMS Master Names
 - Agree to allow CentralSquare to share their data with other Member Agencies and third parties as provided in this Agreement
- C. The Member Agency (also referred to herein as "Client") will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
• QuickView (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency)	YES	YES	
CAD Call for Service			
• QuickView	YES		

Free subscription to CrimeMapping.com
Public access to:
Radius searches of crime data from a specified location
Map-based summary of RMS incident statistics based on crime type, description, location, agency, date
Register for alerts on RMS incident activity within a certain radius of a location and/or crime type
Map-based citizen/public access to categorized RMS incidents

A free 90-day trial to the national IQ Search service which includes full detailed searches.

- D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.
- E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that CentralSquare will process and anonymize data from the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.

CST-2025-103587

CST-2025-103587

- F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on CentralSquare's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

- Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.
- 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.

Termination

- This Agreement may be terminated by CentralSquare upon thirty (30) days' written notice due to a material breach by Client.
- Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

Client Responsibilities

- Client will assign a Client Administrator to manage end user access and passwords.
- Client is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high-speed connection and remote connectivity for data contribution services as well as individual client user access.
- 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.
- Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.

Confidentiality

- In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services 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.
- In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software and Services, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.
- Confidential Information of either Party 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.
- Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.
- Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Client Information 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. In addition, CentralSquare may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

Ownership and Rights

- CentralSquare owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, 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.

CST-2025-103587

CST-2025-103587

Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.

B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding C.JIS data, or personally identifying data, Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. CentralSquare shall retain all rights and ownership to the Aggregate Data.

C. As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Software and 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, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.

D. 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.

E. 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.

F. CentralSquare reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

C. CENTRAL SQUARE 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 CENTRAL SQUARE'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 EITHER CLIENT'S OR CENTRAL SQUARE'S COMPUTER NETWORK.

D. CENTRAL SQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRAL SQUARE'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. CENTRAL SQUARE 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 CENTRAL SQUARE.

E. IN NO EVENT SHALL CENTRAL SQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

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. CENTRAL SQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY CENTRAL SQUARE AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL CENTRAL SQUARE BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRAL SQUARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

CST-2025-103587

CST-2025-103587

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of CentralSquare, which permission shall not be unreasonably withheld. Any assignment without such express written permission of CentralSquare shall result in the automatic termination of this Agreement.

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).

To Client:	To CentralSquare:
Monroe Police Department	CentralSquare Technologies, LLC
Attn: Bob Buchanan	Attn: Contracts
601 S Main Street	1000 Business Center Drive
Monroe, OH 45050	Lake Mary, FL 32746

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 OH, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A. This Agreement does not include any other CentralSquare subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Agreement.

Technical Support Services:

Client may contact CentralSquare for issues with IQ Search via the following: by phone at (800) 987-0911 or via the Customer Portal: <https://support.central-square.com>. Assistance may include remote connectivity, modern, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to CentralSquare identifying potential problems in the Software. Requests should be in writing and directed to CentralSquare by e-mail. CentralSquare retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If CentralSquare decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

Exclusions from Technical Support Services:

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If CentralSquare provides support services for a problem caused by a Nonqualified Product, or if CentralSquare's service efforts are increased as a result of a Nonqualified Product, CentralSquare will charge time and materials for extra service at its current published rates for custom software services. If, in CentralSquare's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, CentralSquare shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

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) Provide hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as a fast, stable, high-speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by CentralSquare for proper operation of the Software;
- 4) Supply CentralSquare with access to and use of all information and facilities determined to be necessary by CentralSquare to render the technical support described herein;
- 5) Perform any test or procedures recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation set forth in the online portal(s) used to access the service;

CST-2025-103587

CST-2025-103587

- 7) Other than CentralSquare's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.