

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

PHASE 1 SYSTEM PURCHASE AGREEMENT

**CENTRALSQUARE
TECHNOLOGIES, LLC**

FOR

Santa Barbara County Fire Protection District

PHASE 1 SYSTEM PURCHASE AGREEMENT

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PHASE 1 SYSTEM PURCHASE AGREEMENT

1.0 INTRODUCTION

This Agreement, is made and entered into, and shall become effective upon the day (“Effective Date”) on which it is signed by a duly authorized representative of the District (defined herein), between CentralSquare Technologies, LLC, referred to as “CentralSquare”, with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and the Santa Barbara County Fire Protection District, referred to as “District” (who together may also be referred to as the “Parties” herein, or individually as a “Party”), with reference to the following facts:

1.1 This Agreement is for the purchase of an integrated Computer System (the “System”) consisting of a cloud hosted Computer-Aided Dispatch test and training System (CAD Enterprise) and any additional applications set forth in Addenda A-2 to A-6, including applicable Interfaces, software, equipment and services. This Agreement governs Phase 1 of a two phase project (the “Project”) as more fully described in this Agreement and the Addenda attached hereto, and in the companion Phase 2 System Purchase Agreement and the Addenda attached thereto which describes Phase 2 of the Project and is to be entered into subsequent to this Agreement. Phase 1 is limited to the creation of the District’s CAD Enterprise test and training System in a hosted cloud environment. Phase 1 allows the District to build its System, conduct testing (“Test”) and perform most end-user training (“User Training”), and otherwise prepare its System for Live Operations. Configuration work completed in Phase 1 will be re-hosted to the on-premise System (Phase 2). Upon completion of Phase 2, the Phase 1 hosted environment will be decommissioned. Phase 2 costs are guaranteed until February 16, 2022.

1.2 WHEREAS, the District would like to purchase software licenses to initially set up a test and training system in a hosted environment and;

1.3 WHEREAS, CentralSquare will provide CAD Enterprise software licenses implemented on a cloud hosted environment with subscription services;

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

2.0 ADDENDA

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

- | | | |
|-----|--------------|---|
| (a) | Addendum A-1 | Statement of Work |
| (b) | Addendum A-2 | Number of CentralSquare Software Licenses, and Designated Location. |
| (c) | Addendum A-3 | CentralSquare Implementation and Subscription |

Services.

- (d) Addendum A-4 Equipment (Not applicable)
- (e) Addendum A-5 System Software (Not applicable)
- (f) Addendum A-6 Subcontractor Software, Hardware and Services, if applicable (Not applicable)
- (g) Addendum A-7 Project Pricing Summary & Payment Terms
- (h) Addendum A-8 Pricing Assumptions
- (i) Addendum A-9 Enterprise System Planning Guide
- (j) Addendum B Subscription Services Support
- (k) Addendum C Subcontractor Warranty, Support and Maintenance Agreements, if applicable
- (l) Addendum D Subcontractor License Agreements, if applicable
- (m) Addendum E Indemnification and Insurance Requirements
- (n) Addendum F HIPPA Business Associate Agreement (BAA)

3.0 DEFINITIONS

3.1 “Acceptance” or “Accept” means the processes described in Section 8.0, Acceptance, of this Agreement.

3.2 “Anniversary Date” means the reoccurring annual date of the Go Live Date.

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

3.4 “CentralSquare Business Hours” means CentralSquare’s corporate business hours of 8:30 a.m. to 5:30 p.m. (Eastern Time), Monday through Friday, excluding CentralSquare holidays.

3.5 “CentralSquare Software” means the Object Code version of the software specified in Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location, of this Agreement, and any Modifications provided hereunder.

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

3.7 “Deliver” or “Delivery” with respect to the System means delivery of all components of each Subsystem to the Designated Location, including all Software licenses in accordance with Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location. Delivery shall be deemed to have occurred provided that Installation of the Subsystem, training and system configuration can begin with the items then delivered. A separate Delivery shall occur with respect to each such Subsystem.

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

3.9 “Designated Location(s)” means the physical site(s) at which a Subsystem is installed as specified in Addendum A-1, Statement of Work.

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

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

3.12 “Equipment” means the computer system equipment specified in Addendum A-4, Equipment. CentralSquare may substitute equipment for that specified in Addendum A-4, Equipment, provided that such equipment will meet the requirements of the Specifications and this Agreement. The Equipment in Addendum A-4, Equipment, does not include hardware supplied by Subcontractors which is outlined in Addendum A-6, Subcontractor Software, Hardware and Services.

3.13 “Functional Acceptance Test” (“FAT”) means the pre-Go Live test process for a Subsystem as further defined in Subsection 8.1.

3.14 “Go Live” means the event that occurs when the District first uses a Subsystem in a User Training or Test capacity for Phase 1 and for Live Operations in Phase 2. A separate Go Live may take place with respect to each Subsystem, each Interface, and each Modification.

3.15 “Help Desk” means the CentralSquare telephonic support services provided as described in Addendum B, Subscription Services Support.

3.16 “Installation” with respect to Subsystems means the process of running the Subsystem under a procedure to demonstrate basic interoperability of the applicable Subsystem components at the Designated Location for that Subsystem. “Installation” with respect to the

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

3.17 “Interface” collectively or individually, means the interface software described in Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location.

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

3.19 “Modifications” means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in the Addendum A-1, Statement of Work. The CentralSquare Software is not custom software, and as such, at CentralSquare’s discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all CentralSquare clients; or as applicable, made available as a separate module or function, separately licensed and priced.

3.20 “Object Code” means any instruction or set of instructions of a computer program in machine-readable form.

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

3.22 “Project Schedule” means the schedule set forth in or developed pursuant to the Statement of Work, subject to any permitted changes or modifications.

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

3.24 “Services” means the services provided by CentralSquare under this Agreement, including the Subscription Services.

3.25 “Software” means collectively or individually the object code version of computer programs licensed under this Agreement, including, without limitation, the programs for each Subsystem.

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

3.27 “Software Support” means Telephone Support, Software Error Correction, and Software Update services provided by CentralSquare (and/or other Software Vendors) for the

Software, either under warranty or under Subscription Services as more fully described in Addendum B, Subscription Services Support.

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

3.29 “Source Code” means the high-level computer instructions for Software used to generate Object Code.

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

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

3.32 “Subcontractor” means one of the entities identified in Addendum A-1, Statement of Work, as subcontractors to CentralSquare, if applicable.

3.33 “Subcontractor Hardware” means the hardware supplied by a Subcontractor as part of its Subsystem, and identified in Addendum A-6, Subcontractor Software, Hardware and Services, if applicable.

3.34 “Subcontractor Software” means software supplied by a Subcontractor as part of its Subsystem and listed in Addendum A-6, Subcontractor Software, Hardware and Services, if applicable.

3.35 “Subscription Fee” means the total subscription fee of the items as specified in Addendum A-7, Project Pricing Summary and Payment Terms, including, as applicable, equipment, software licenses, and services, acquired under this Agreement, and any applicable sales, use, value added, or other such governmental charges.

3.36 “Subscription Services” means the maintenance and/or support services for the CentralSquare Software provided on a cloud hosted environment under this Agreement.

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

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

3.39 “Support Agreement” means collectively or individually agreements of that name (or a similar name) for the rendering of Support services for applicable Subcontractor Software.

3.40 “System” means collectively all Subsystems that make up the integrated Computer System referred to in Subsection 1.1 of this Agreement and more fully described in the Statement of Work.

3.41 “System Software” means the software identified in Addendum A-5, System Software, which includes, without limitation, operating system software, DBMS Software, and communications software.

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

3.43 “Telephone Support” means the service provided by CentralSquare for access to the CentralSquare Customer Service Department by telephone as further defined in Addendum B, Subscription Services Support.

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

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

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

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

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

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

4.0 PRICES AND PAYMENT

4.1 Unless otherwise stated herein, all dollar amounts contained in this Agreement are in U.S. dollars. In full consideration for CentralSquare's services District shall pay, without deduction or offset, on the terms specified in Addendum A-7, Project Pricing Summary & Payment Terms. Billing shall be made by invoice, which shall include the contract number assigned by the District and which is delivered to the address given in Section 26 NOTICES below following completion of the increments identified in Addendum A-7, Project Pricing Summary & Payment Terms.

4.2 All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, District shall pay the entire non-disputed portion of any such invoice.

4.3 The **remittance address** for payments only is:

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

4.4 In the event that District is in arrears on payments due to CentralSquare of more than sixty (60) days from the due date, CentralSquare in its sole discretion may elect to stop work on the Project or suspend Services for non-payment until District becomes current on payments due. CentralSquare shall give notice to the District of its intent to stop work with the District having fifteen (15) days to cure the default. In such event the Project Schedule will be adjusted accordingly, and CentralSquare shall not be considered to be in default for delays caused by District's non-payment.

5.0 SOFTWARE LICENSES

5.1 In consideration for, and subject to, the payment of the Fees specified in Addendum A-2, Number of Centralsquare Software Licenses, and Designated Location, and the other promises, covenants and conditions herein, District is granted the following licenses to the Software:

5.1.1 The CentralSquare Software: A nontransferable, nonexclusive right to use the CentralSquare Software and its associated Documentation for District's own internal use for the applications described in Addendum A-1, Statement of Work, at the Designated Location, in the applicable environment (e.g., Production, Test, Training, or Disaster Recovery System) and in the quantity set forth in Addendum A-2, Number of CentralSquare Software Licenses, and Designated Location. Additional CentralSquare Software licenses provided after the execution of this Agreement shall also be licensed in accordance with the provisions of this Section 5.0, Software Licenses. District shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any Software or Documentation, or permit others to do said acts including access to unauthorized others, except as provided in this Agreement or the applicable Software license

agreement. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the applicable license, at the option of the applicable Vendor. In such event, District shall not be entitled to a refund of any fees paid. Software (including without limitation Subsystem Software) may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided dispatching to third parties. Notwithstanding, District shall be entitled to Use Subsystem Software at the applicable Designated Location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other governmental agencies/entities in the county and state of the Designated Location, provided that the Subsystem Software is installed and operated at only one physical location.

5.1.2 Further, CentralSquare acknowledges and agrees that the District does not have its own employees; instead, Fire services are provided by the employees of the County of Santa Barbara, generally through its Fire Department. Therefore, "District's own internal use" for purposes of this Agreement includes the County of Santa Barbara's own internal use, and responsibilities to be performed by District staff under the Agreement are to be performed by County staff.

5.1.3 Subcontractor Software: Licenses for any Subcontractor Software are set forth in Addendum D, Subcontractor License Agreements, if applicable.

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

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

5.3 The Software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code.

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

5.5 The Subscription Services, and any Software licenses are effective until terminated hereunder or under the terms of the applicable Vendor license agreements.

6.0 TERM

6.1 The “Term” of this Agreement shall commence on the effective date for a period of thirty-six (36) months or until superseded by the Phase 2 Contract, whichever occurs first.

6.2 Subscription Fees shall be billed for twelve (12) months and are payable to CentralSquare by District commencing upon Phase 1 Go-Live and then annually on each respective Anniversary Date.

6.3 The Subscription Fees will increase at an annual rate not to exceed 5% each Anniversary Date.

6.4 In the event this Agreement is terminated prior to a full Term, District shall receive a pro rate credit equal to one-twelfth (1/12) of all prepaid Subscription Fees for each month or portion thereof remaining for the applicable Term.

7.0 SITE PREPARATION, DELIVERY, INSTALLATION, SERVICES, TITLE TO EQUIPMENT, AND RISK OF LOSS

7.1 District agrees to provide, in a timely manner and at its own expense, required facilities and equipment specified in Addendum A-1, Statement of Work, and Addendum A-9, Enterprise System Planning Guide and the Documentation.

7.2 CentralSquare will Deliver the items purchased and/or licensed hereunder and perform the services pursuant to Addendum A-1, Statement of Work, subject to the provisions of Section 20.0, Force Majeure/Excusable Delay, of this Agreement, and further subject to delays caused by the actions or omissions of District, including, but not limited to, delays in performing the District responsibilities as defined in Addendum A-1, Statement of Work. Unless specifically identified as a CentralSquare task in Addendum A-1, Statement of Work, Installation of Workstations into consoles, furniture or similar work area components at District’s Designated Location is the responsibility of District.

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

obligations for the Subcontractor in accordance with the Statement of Work, or provide an alternative solution.

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

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

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

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

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

7.7.2 Render Software or Services unusable.

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

8.0 ACCEPTANCE

8.1 General. Testing of the System and Subsystems shall occur throughout the Project

life cycle as further defined in the Statement of Work. Prior to conducting the Functional Acceptance Test (“FAT”) process as defined below, CentralSquare shall provide the standard FAT documents for the System and Subsystems. CentralSquare shall conduct the FAT with the District’s participation in accordance with the Project plan. Individual test cases within the FAT documents shall have pass/fail criteria and with results provided to the District in a test report. District shall not suspend testing when problems are experienced and restart a FAT when the problems are corrected unless the problems prevent continuing with FAT testing. If FAT testing must be suspended pending corrective action, District shall promptly advise CentralSquare by the fastest available means. During the FAT process, any FAT issues detected will be mutually defined and agreed upon as Pre-Go Live Issues to be corrected prior to Go Live, or Post Go Live Issues that do not affect the Go Live readiness of the System and will be corrected following Go Live. The FAT process and milestones are further defined in the Statement of Work.

Final Subsystem Testing. Following the test processes defined in the SOW, and District and CentralSquare’s mutual agreement of the Go Live Date, upon Go Live for those Subsystems that Go Live together or separately, the District shall utilize the Subsystem(s) for a thirty (30) day Acceptance test period (“the Acceptance Test Period”) to verify operational system and Subsystem functionality in a live environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in Addendum B, Subscription Services Support) are reported and verified during such thirty (30) day period, the Subsystem(s) shall be deemed to have achieved “Final Acceptance.”

8.2 In the event that a Critical Priority or Urgent Priority Software Error occurs (as defined in Addendum B, Subscription Services Support) during the Acceptance Test Period, CentralSquare shall commence actions in accordance with Addendum B, Subscription Services Support to correct the reported error.

9.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS

9.1 CentralSquare agrees to maintain during the Term of this Agreement and thereafter District’s confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. CentralSquare will report any unauthorized access to District information or data outlined above promptly, in writing. Notwithstanding the above, the applicable Vendor or original licensor shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to Software or Documentation. District shall acquire no intellectual property ownership rights to Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful

possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

9.1.1 CentralSquare maintains a security program for managing access to District data – particularly any HIPAA data (“Security Approved Personnel”). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the District to provide reasonably required documentation. In addition CentralSquare shall inform the District promptly in writing of any actual or suspected unauthorized access to any District confidential data.

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

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

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

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

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

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

9.6 The District is subject to the California Public Records Act and the Brown Act. CentralSquare acknowledges and agrees that this Agreement is a public document that will be posted on the internet.

9.7 The obligations specified under this Section 9, Confidentiality and Proprietary Rights, shall survive any termination or rescission of this Agreement.

10.0 LIMITED WARRANTIES

10.1 The CentralSquare Software. CentralSquare warrants that, during the Warranty Period, the CentralSquare Software will perform in substantial conformity with the Specifications. CentralSquare does not warrant that the CentralSquare Software or Subscription Services will be error free. If, during the Warranty Period, District determines that a warranty defect exists in the CentralSquare Software, District shall notify CentralSquare in accordance with Addendum B, Subscription Services Support. CentralSquare shall, at its option, replace the defective CentralSquare Software, or correct the defect in accordance with Addendum B, Subscription Services Support. This Subsection 10.1 sets forth District's sole remedy with respect to the foregoing warranty.

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

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

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

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

10.123 Software not provided by CentralSquare, not specified as compatible in the Documentation, or District not following the procedures for loading third party software on a Workstation or Server as set forth in Subsection 11.5 of this Agreement and further defined in Addendum A-9, Enterprise System Planning Guide.

10.124 Equipment which does not meet the configuration requirements specified in the Documentation, by failure of District to provide and maintain the site and facility requirements described in Section 7.0, Site Preparation, herein, or the use of other equipment as substitutes for the Equipment listed in Addendum A-4, Equipment.

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

10.126 Equipment or software provided by third parties with which the CentralSquare Software interfaces or operates (including but not limited to system software), including but not limited to problems caused by changes in such equipment or software. If such changes occur which require modifications or other actions with respect to the CentralSquare Software, such modifications or actions shall (unless identified in Addendum A-3, CentralSquare Implementation and Subscription Services, as a line item in this Agreement) be subject to the mutual written agreement of the Parties, including but not limited to, additional charges by CentralSquare at its then current rates for engineering and technical support.

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

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

CentralSquare.

10.4 District is responsible for maintaining the required certifications for access to District's local state, federal and/or other applicable systems.

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

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

11.0 MAINTENANCE AND SOFTWARE SUPPORT

11.1 Support is included as part of the Subscription Fee. The initial term of support for the Subscription Services will begin upon the commencement of the Subscription Fee and end twelve (12) months thereafter in accordance with Addendum B, Subscription Services Support.

11.2 System Software. District is responsible for maintaining the System Software, including updates.

11.3 Subcontractor Hardware and Software. The initial twelve (12) month maintenance and support period for those Vendors identified in Addendum A-6, Subcontractor Software, Hardware and Services, if applicable, will be provided to District by the respective Vendors as Subcontractors to CentralSquare. During this initial 12 months' time, District shall contact CentralSquare in accordance with the procedures in Addendum B, Subscription Services Support, to report any errors or defects detected with respect to such items. During this time; CentralSquare shall assist District in determining the nature of the problem, and will contact the appropriate Vendor for resolution; CentralSquare will use reasonable efforts to follow-up with the Vendor and maintain contact with both the Vendor and District to coordinate problem resolution. Support and maintenance will be provided in accordance with the respective Vendor's support and maintenance agreements, attached hereto at Addendum C, Subcontractor Warranty, Support and Maintenance Agreements. At the conclusion of such initial annual maintenance and support period, maintenance and support shall be subject to and provided in accordance with any maintenance agreements

between District and the respective Vendors. CentralSquare shall not be a party to such maintenance and support agreements nor shall CentralSquare have any liability thereunder. Thereafter, provided that District continues to pay the Subscription Fee for the Subscription Services when due, District may contact CentralSquare in accordance with Addendum B, Subscription Services Support, and CentralSquare shall provide Help Desk services to District with respect to the reported problem only to the extent relating to the CentralSquare Software or Subscription Services or determining if the problem is due to any third party or Vendor other than CentralSquare. If the problem is due to a third party or Vendor other than CentralSquare, District is responsible for contacting the Vendor or third party for any further support or maintenance services for the problem. CentralSquare has no obligations to provide maintenance or support for any non-CentralSquare Software except as specifically provided in this Subsection 11.3.

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

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

12.0 INTENTIONALLY OMITTED

13.0 DEFAULT AND TERMINATION

13.1 CentralSquare may terminate this Agreement and the Subscription Services granted

herein at any time if (i) District fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to CentralSquare, District cures such failure within fifteen (15) days after written notice of such failure by CentralSquare or (b) in other cases, District cures such failure(s) within sixty (60) days of such notice or in the case of failures which are curable, but not reasonably susceptible to cure within sixty (60) days, District commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) District's normal business operations are disrupted or discontinued for more than sixty (60) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect CentralSquare's right to receive and retain the Subscription Fees, and other fees, charges and expenses earned hereunder.

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

13.2 The District may, by written notice to CentralSquare, terminate this Agreement in whole or in part at any time, whether for the District's convenience, for non-appropriation of funds, or because of the failure of CentralSquare to fulfill the obligations herein.

13.2.1 For Convenience. The District may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CentralSquare shall, as directed by the District, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on the District from such winding down and cessation of services.

13.2.2 For Non-appropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or county governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then the District will notify CentralSquare of such occurrence and the District may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, the District shall have no obligation to make payments with regard to the remainder of the term.

13.2.3 For Cause. Should CentralSquare (or a Sub-contractor) default in the performance of this Agreement or materially breach any of its provisions, the District may, at District's sole option, terminate or suspend this Agreement in whole or in part by providing written notice. Upon receipt of notice CentralSquare shall have thirty (30) day cure period, or in the case of failures not reasonably susceptible to cure within thirty (30) days, CentralSquare commences action to cure and continues such action with due diligence until the failure is cured. If such failure or breach is not cured within the cure period, CentralSquare shall immediately discontinue all services affected (unless the notice directs otherwise) and notify the District as to the status of its performance. The date of termination shall be the date the notice is received by CentralSquare, unless the notice directs otherwise.

13.3 Upon termination, District shall permanently remove and destroy all copies of the Software from its computer system, media, or other locations, destroy all copies of the

Documentation and associated materials and certify to CentralSquare in writing that District has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or archival copies, or otherwise. District shall perform these same procedures for removal and destruction of System Software and Subcontractor Software, and the associated Documentation, and so notify CentralSquare.

13.4 Upon termination, CentralSquare shall deliver to the District all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CentralSquare in performing this Agreement, whether completed or in process, except such items as the District may, by written permission, permit CentralSquare to retain. Notwithstanding any other payment provision of this Agreement, the District shall pay CentralSquare for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CentralSquare be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CentralSquare shall furnish to the District such financial information as in the judgment of the District is necessary to determine the reasonable value of the services rendered by CentralSquare. In the event of a dispute as to the reasonable value of the services rendered by CentralSquare, the decision of the District shall be final. The foregoing is cumulative and shall not affect any right or remedy which either party may have in law or equity.

14.0 LIABILITY

CentralSquare agrees to the indemnification and insurance provisions as set forth in Addendum E, Indemnification and Insurance Requirements attached hereto and incorporated herein by reference.

15.0 INSURANCE

CentralSquare agrees to the indemnification and insurance provisions as set forth in Addendum E, Indemnification and Insurance Requirements attached hereto and incorporated herein by reference.

16.0 COPYRIGHT & TRADE SECRET INFRINGEMENT

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

CentralSquare will return to District any unused portion of the Subscription Services fee(s) paid by District under this Agreement, calculated by subtracting the amount of months actually used from the annual fee for the CentralSquare Software and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against District which does not arise, wholly or in part, from the actions or omissions of District, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 14.0, Liability, herein, indemnify District therefrom to the extent indemnification for such judgment is not provided under District's insurance policies (unless District is self-insured in which case the preceding clause shall not apply).

16.2 Notwithstanding the above, CentralSquare shall have no duty under this Section 16.0, Copyright & Trade Secret Infringement, with respect to, and District shall hold CentralSquare harmless from and against any claim, action or proceeding arising from or related to infringements (i) by System Software, Subcontractor Hardware or Software, or Equipment, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by or under the direction of CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of District. This Section 16.0, Copyright & Trade Secret Infringement, states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

17.0 DISPUTE RESOLUTION

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

18.0 TAXES

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

18.2 CentralSquare shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. The District shall not be responsible for paying any taxes on

CentralSquare's behalf, and should the District be required to do so by state, federal, or local taxing agencies, CentralSquare agrees to promptly reimburse the District for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

19.0 SEVERABILITY

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

20.0 FORCE MAJEURE & EXCUSABLE DELAY

20.1 Force Majeure. Neither Party shall be liable for failure to perform its obligations under this Agreement to the extent such failure is caused by: (i) acts of God, acts of the common enemy, terrorist attack, war or military activity, insurrection or sabotage, the elements, earthquakes, floods, fires, explosions or other catastrophes, severe weather, accidents, epidemics or quarantine restrictions, acts of local or national government or public agencies, riots, labor disputes or shortages, lockouts (other than by such Party itself), (ii) any delays of other suppliers, where the cause of such delay affecting such other supplier would be considered Force Majeure hereunder if suffered directly by a Party, (iii) or other causes beyond the reasonable control of and without fault or negligence of such Party (the foregoing clauses (i) through (ii) being "Force Majeure"). If a strike, industrial disturbance, or work stoppage affects the ability of a Party to fulfill its obligations hereunder, then such Party will exert its commercially reasonable efforts to fulfill its obligations through the use of management personnel, where practical, or any other reasonable means available to such Party. In the event of any such delay, the date for performance shall be deferred for a period at least equal to the time lost by reason of the delay. However, the foregoing relief for Force Majeure shall not limit the duty of the Party suffering such delay to use commercially reasonable efforts to avoid and mitigate the effects of such Force Majeure. Neither Party shall have any liability to the other Party for any failure to perform, or delay in performing any of its obligations under this Agreement as a result of any event of Force Majeure. If either Party, its subcontractors or suppliers is temporarily rendered unable by any event of Force Majeure, wholly or in part to perform any of its obligations hereunder or accept performance by the other Party, its sub-contractors or suppliers, the affected Party shall give notice with full particulars in writing of the Force Majeure to the other Party within twenty (20) business days after the occurrence thereof. The performance of obligations shall be resumed as soon as practicable after such Force Majeure has, in the opinion of both Parties, come to an end or ceased to exist.

20.2 Neither Party shall by reason of such Force Majeure be entitled to terminate this Agreement nor shall either Party have any claim against the other in respect of such nonperformance or delay in performance; provided that if the performance in whole or part of any obligation under this Agreement is delayed by reason of any event of Force Majeure for a period exceeding three (3) months, the Parties shall meet and review in good faith the desirability and

conditions of terminating this Agreement, provided that no damages nor liability shall arise as a result of such termination.

20.3 In the event that a delay under this Agreement is due to: (i) an event of Force Majeure as defined herein; or (ii) any act, omission, or delay of by either Party with respect to its obligations under this Agreement, including but not limited to cooperation and communication with the other Party, and a Party's timely submission and explanation of its requirements, requests, specifications, documentation, and CentralSquare's site assessment activities on District's site(s); or (iii) any contractor and/or sub-contractor of a Party (collectively for (i) through (iii), "Excusable Delay"), then the other Party's period of performance, including schedules and deadlines related thereto, shall be extended for a period of time to be agreed between the Parties, provided that such extension shall not be less than the period of Excusable Delay. The nondelaying Party shall not incur any liability or penalty with respect to such Excusable Delay.

20.4 If District or its third party providers, suppliers and/or contractors fail to deliver and perform in accordance with the requirements under this Agreement, CentralSquare shall be entitled to a day for day schedule slide and such slippage shall be deemed an Excusable Delay as specified in the Agreement.

21.0 CONSTRUCTION AND HEADINGS

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

22.0 WAIVER

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

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

23.0 ENTIRE AGREEMENT

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

24.0 APPLICABLE LAW AND JURISDICTION

24.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California without regard to its conflict of laws provisions. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest Santa Barbara County, if in federal court.

25.0 ASSIGNMENT

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

26.0 NOTICES

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

To Client:

Santa Barbara County Fire Protection District
4410 Cathedral Oaks Road
Santa Barbara, CA 93110
Attention: Fire Chief
Fax: (805) 681-5563

To CentralSquare:

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

27.0 ORDER OF PRECEDENCE

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

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

B. The applicable Specifications.

28.0 DESIGNATED REPRESENTATIVE

William Lupo (IT Manager) at phone number (805) 681-5453 is the representative of District and will administer this Agreement for and on behalf of District. Jennifer White at phone number (760) 214-6134 is the authorized representative for CentralSquare. Changes in designated representatives shall be made only after advance written notice to the other party.

29.0 INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CentralSquare (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to the District and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the District. Furthermore, the District shall have no right to control, supervise, or direct the manner or method by which CentralSquare shall perform its work and function. However, the District shall retain the right to administer this Agreement so as to verify that CentralSquare is performing its obligations in accordance with the terms and conditions hereof. CentralSquare understands and acknowledges that it shall not be entitled to any of the benefits of a District employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CentralSquare shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CentralSquare shall be solely responsible and save the District harmless from all matters relating to payment of CentralSquare's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CentralSquare may be providing services to others unrelated to the District or to this Agreement.

30.0 STANDARD OF PERFORMANCE

CentralSquare represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CentralSquare shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CentralSquare is engaged. All products of whatsoever nature, which CentralSquare delivers to the District pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CentralSquare's profession. CentralSquare shall correct or revise any errors or omissions, at the District's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CentralSquare without additional compensation.

31.0 DEBARMENT AND SUSPENSION

CentralSquare certifies to the District that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CentralSquare certifies that it shall not contract with a subcontractor that is so debarred or suspended.

32.0 CONFLICT OF INTEREST

CentralSquare covenants that CentralSquare presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CentralSquare further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CentralSquare. CentralSquare must promptly disclose to the District, in writing, any potential conflict of interest. The District retains the right to waive a conflict of interest disclosed by CentralSquare if the District determines it to be immaterial, and such waiver is only effective if provided by the District to CentralSquare in writing.

33.0 NO PUBLICITY OR ENDORSEMENT

CentralSquare shall not use the District's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CentralSquare shall not use the District's name or logo in any manner that would give the appearance that the District is endorsing CentralSquare. CentralSquare shall not in any way contract on behalf of or in the name of the District. CentralSquare shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the District or its projects, without obtaining the prior written approval of the District.

34.0 COUNTY PROPERTY AND INFORMATION

All of the District's property, documents, and information provided for CentralSquare's use in connection with the services shall remain the District's property, and CentralSquare shall return any such items whenever requested by the District and whenever required according to the Termination section of this Agreement. CentralSquare may use such items only in connection with providing the services. CentralSquare shall not disseminate any District property, documents, or information without the District's prior written consent.

35.0 RECORDS, AUDIT AND REVIEW

CentralSquare shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CentralSquare's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. District shall have the right to audit and review all such documents and records at any time during CentralSquare's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CentralSquare shall be subject to the examination and audit of the California State Auditor, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CentralSquare shall participate in any audits and reviews, whether by the District or the State, at no charge to the District.

If federal, state or District audit exceptions are made relating to this Agreement, CentralSquare shall reimburse all costs incurred by federal, state, and/or District governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for

attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from the District, CentralSquare shall reimburse the amount of the audit exceptions and any other related costs directly to the District as specified by the District in the notification.

36.0 NONDISCRIMINATION

District hereby notifies CentralSquare that Santa Barbara County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CentralSquare agrees to comply with said ordinance.

37.0 NONEXCLUSIVE AGREEMENT

CentralSquare understands that this is not an exclusive Agreement and that the District shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CentralSquare as the District desires.

38.0 REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the District is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

39.0 SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

40.0 BUSINESS ASSOCIATE

The parties agree to the terms and conditions set forth in Addendum F - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

41.0 SUSPENSION FOR CONVENIENCE

District's designated representative may, without cause, order CentralSquare in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to fourteen (14) days, no more than once per year. The District shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

42.0 GENERAL TERMS

42.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either Party except as provided in the Section 25.0 Assignment of this Agreement.

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

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

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

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

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

42.7 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party. Any waiver, amendment, or other modification of any provision of this Agreement will be effective only if in writing and signed by the Parties.

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

District and CentralSquare.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by District.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT:

By: _____
Deputy Clerk

By: _____
Bob Nelson, Chair, Board of Directors

Date: _____

RECOMMENDED FOR APPROVAL:

Santa Barbara County Fire Protection District

CONTRACTOR:

CentralSquare Technologies, LLC

By:  _____
Fire Chief

By:  _____
Authorized Representative

Name: SEAN JORDAN

Title: ASST. GENERAL COUNSEL

APPROVED AS TO FORM:

Rachel Van Mullem County Counsel

APPROVED AS TO ACCOUNTING FORM:

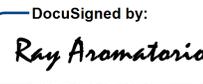
Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:

Risk Management

By:  _____
Risk Management

ADDENDUM A

SUMMARY OF CONTENTS

<u>Addendum No.</u>	<u>Description</u>
A-1	Statement of Work, with attached Subcontractor Statements of Work which are incorporated herein by reference
A-2	Number of CentralSquare Licenses, and Designated Location
A-3	CentralSquare Subscription Services
A-4	Equipment
A-5	System Software
A-6	Subcontractor Software, Hardware and Services, if applicable
A-7	Payment Terms
A-8	Pricing Assumptions
A-9	System Planning Document

ADDENDUM A-1

STATEMENT OF WORK

(Attached)

ADDENDUM A-2

NUMBER OF CENTRALSQUARE SOFTWARE
LICENSES,
AND DESIGNATED LOCATION

CentralSquare Software License Fee(s)

CAD Enterprise Software License Fee(s)	Qty
CAD Enterprise 911 Simulator – Phase 1	1
CAD Enterprise API - Vendor (to be transferred from SBSO) – Phase 1	1
CAD Enterprise Mapping Test or Training – Phase 1	4
CAD Enterprise Routing Server – Phase 1	1
CAD Enterprise Server Software (B - 6-20 Positions) - Phase 1	1
CAD Enterprise The GISLink Utility Position – Phase 1	1
Standard EMD Integration – Phase 1	5
Standard Alpha Numeric Paging Interface – Phase 1	1

CAD Enterprise Software License Fee(s) Subtotal: \$69,700.00

Mobile Enterprise Software License Fee(s)	Qty
Mobile Enterprise Mapping Test or Training – Phase 1	1
Mobile Enterprise Server Software (A – 1-40 Positions) – Phase 1	1
Mobile Enterprise Base Position (to be transferred from SBSO) Phase 1	5
Mobile Enterprise Mapping (to be transferred from SBSO) Phase 1	5

Mobile Enterprise Software License Fee(s) Subtotal: \$15,200.00

CentralSquare Software License Fee(s) Total: \$84,900.00

INSTALLATION AT DESIGNATED LOCATION AND SHIPPING INSTRUCTIONS**Deliver To:**

Santa Barbara County Fire Protection District
4410 Cathedral Oaks Road
Santa Barbara CA 93110

ADDENDUM A-3**CENTRAL SQUARE IMPLEMENTATION & SUBSCRIPTION SERVICES**

CAD Enterprise Implementation Service Fee(s)	Qty
Standard Customer-supplied CAD Enterprise Mapping Conversion Services (Client supplied data) – Phase 1	1
Hosting Services – Phase 1	1
CAD Enterprise Business Analysis and Consultation Services (116 Hours) – Phase 1	1
CAD Enterprise Response Plan Workshop (3 day - Per class - at client site) – Phase 1	1
CAD Enterprise Standard Functional Acceptance and Integration Testing - (A - 1-5 positions) – Phase 1	1
CAD Enterprise System Configuration & Operational and Administrative Review (A - per OAR Session, 1-5 Positions) – Phase 1	1
CAD Enterprise System Orientation/Analysis (A - 1-5 Positions) – Phase 1	1
CAD Enterprise Test or Training Server Configuration (Includes CAD Enterprise Server and Unit Swap) – Phase 1	1
Routing/GIS Server Implementation– Phase 1	1

CAD Enterprise Implementation Service Fee(s) Subtotal: **\$86,775.00**

Mobile Enterprise Implementation Service Fee(s)	Qty
Base Mobile Enterprise Test or Training Server Installation (per Server, Includes 1 Mobile Server and 1 Mobile Interface) – Phase 1	1

Mobile Enterprise Implementation Service Fee(s) Subtotal: **\$5,850.00**

Training Fee(s)	Qty
CAD Enterprise Administration Training Course (Code File management) (3 day class - Per class - at client site up to 10 students) – Phase 1	1
CAD Enterprise Supervisor Training (Five days, up to 10 students) – Phase 1	1
CAD Enterprise System Administration Training Course (Per student - 4-5 days at CentralSquare) – Phase 1	1
CAD Enterprise User Training Course (Per class - 4-day class up to 10 students) – Phase 1	2
GISLink Training Course (3 day Onsite) – Phase 1	1

Mobile Enterprise Implementation Service Fee(s) Subtotal: **\$31,200.00**

CentralSquare Implementation Service Fee(s) Total: **\$123,825.00**

Project Related Fee(s)

Product Name	Qty
Project Management – Phase 1 only	1

Estimated Travel Expenses (To be billed as incurred) – Phase 1 only	1
---	---

Project Related Fee(s) Total: \$61,575.00

Subscription Fee(s) (Initial thirty six (36) months)

Product Name	Qty	
Cloud CAD/Mobile Enterprise Test/Training System Subscription Fees– Phase 1: Year 1	1	\$150,043.00
Cloud CAD/Mobile Enterprise Test/Training System Subscription Fees– Phase 1: Anniversary Date	1	\$157,545.15

Subscription Fee(s) : \$307,588.15

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level
CAD Enterprise 911 Simulator - Phase 1	24 x 7
CAD Enterprise Mapping Test or Training - Phase 1	24 x 7
CAD Enterprise Routing Server – Phase 1	24 x 7
CAD Enterprise Server Software (B - 6-20 Positions) - Phase 1	24 x 7
CAD Enterprise The GISLink Utility Position - Phase 1	24 x 7
Mobile Enterprise Mapping Test or Training – Phase 1	24 x 7
Mobile Enterprise Server Software (A – 1-40 Positions) Phase 1	24 x 7
Standard EMD Integration – Phase 1	24 x 7
Standard Alpha Numeric Paging Interface – Phase 1	24 x 7

Annual Maintenance Fee(s) (Year 1) Total: \$18,678.00

Phase 1 Project Total prior to Year 1 Maintenance: \$577,888.15
Total with Year 1 Maintenance: \$596,566.15

ADDENDUM A-4

EQUIPMENT

NOT APPLICABLE

ADDENDUM A-5

SYSTEM SOFTWARE

NOT APPLICABLE

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

ADDENDUM A-6

SUBCONTRACTOR SOFTWARE, HARDWARE AND SERVICES

NOT APPLICABLE

ADDENDUM A-7**PROJECT PRICING SUMMARY &
PAYMENT TERMS**

Phase 1 Project Pricing Summary	Price
CentralSquare Software License Fees	\$84,900.00
CentralSquare Implementation Service Fees	\$123,825.00
Project Management	\$35,100.00
Cloud CAD/Mobile Enterprise Test/Training System – Subscription Fees Phase 1	\$150,043.00
Cloud CAD/Mobile Enterprise Test/Training System – Anniversary Date	\$157,545.15
Estimated Travel Expenses (To be billed as incurred) – Phase 1 only	\$26,475.00
On Premise Annual Maintenance Fees – Year 1 (Phase 2)	\$18,678.00
<i>Project Total Including Year 1 Maintenance Fees:</i>	<i>\$596,566.15</i>

Payment Terms	Amount Due
Due at completion of Project Kick Off meeting (SOW 6.1.2)	\$97,530.00
Due at completion of DOLF (SOW 7.2.2.7)	\$97,530.00
Due at completion of End User Training by CentralSquare	\$24,382.50
Due at Go Live	\$24,382.50
Subscription Fees Due at Go Live	\$150,043.00
Subscription Fees due on Anniversary Date	\$157,545.15
Travel Expenses billed as incurred	\$26,475.00
<i>Project Total Excluding Year 1 Maintenance Fees*:</i>	<i>\$577,888.15</i>

*Project Total above excludes Phase 2 - On Premise Annual Maintenance Fees Year 1 of \$18,678.00

ADDENDUM A-8

PRICING ASSUMPTIONS

CentralSquare's price is presented based upon the following assumptions:

- All services required by District to support the project will be delivered according to the agreed to Statement of Work and Project Schedule.
- All services will be performed during normal business hours unless explicitly stipulated in this quotation for specific service deliverables.
- CentralSquare's proposed pricing includes modifications to the CentralSquare products necessary to support the proposed interfaces, but does not include modifications that might be required to the existing and/or agency-supplied products that are not included in the pricing.
- Pricing includes CentralSquare's standard Acceptance Test provisions. Additional Acceptance Test pricing may be required if District identifies Acceptance Test requirements that exceed CentralSquare's standard Acceptance Test provisions.
- All prerequisite computer hardware, system software, peripherals, network components, etc., not included in the proposed pricing, will be provided by District according to CentralSquare's recommended standards and according to the agreed to Statement of Work and Project Schedule.
- Shipping and taxes (if applicable), unless explicitly identified as included herein, are not contained in the pricing.
- Subscription fees will be billed annually in advance.

ADDENDUM A-9

ENTERPRISE SYSTEM PLANNING GUIDE

(TO BE PROVIDED AS A DELIVERABLE)

ADDENDUM B

SUBSCRIPTION SERVICES SUPPORT

1.0 DEFINITIONS

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

2.0 SOFTWARE ERROR CORRECTION AND ACCESS

2.1 If, during the term of this Addendum, District determines that Software Error(s) exist, it will first follow any error procedures specified in the CentralSquare Documentation. If following the error procedures does not correct the Software Error, District shall promptly notify CentralSquare pursuant to the guidelines and procedures described below, setting forth the defects noted with specificity requested by CentralSquare. Upon notification of a reported Software Error, CentralSquare shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with this addendum.

3.0 LIMITATIONS

3.1 CentralSquare shall not be obligated to provide Support if District is not current on the payment of all Subscription Fees and expenses, provided that CentralSquare has provided written notice of such late payment to the District and the District has failed to pay within 60 days of receipt of such written notice from CentralSquare.

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

3.2.1 Problems in the CentralSquare Software are caused by modification of the CentralSquare Software, Subcontractor Software or Hardware, by District or a third party.

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

3.2.3 Problems in the CentralSquare Software are caused by software not provided by CentralSquare, not approved by CentralSquare in writing (either directly by email, published in documentation or by posting on CentralSquare's support website) or not specified as compatible in the CentralSquare Documentation. (The procedures for loading third party software on a Workstation are set forth in Subsection 3.3 of this Addendum.)

3.2.4 Problems in the CentralSquare Software are caused by District provided

equipment which does not meet CentralSquare's minimum recommended specification (e.g., Workstations), or District does not maintain the site and facility as specified in the CentralSquare Documentation.

3.25 Problems in the CentralSquare Software are caused by one or more computer viruses that have not been introduced into District's system by CentralSquare. District shall maintain up to date virus checking software in accordance with CentralSquare Documentation.

3.26 Problems in the CentralSquare Software are caused by Subcontractor Software.

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

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

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

3.5 District is responsible for maintaining the required certifications for access to District's local state, federal and/or other applicable systems.

4.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

4.1 CentralSquare will provide a solution for District's Production, Test/Training, and Disaster Recovery instances as described in the SOW and will manage support and maintenance for this hosted solution as further defined in this addendum. District is responsible for all other equipment for the Project.

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

**SOFTWARE ERROR CORRECTION
GUIDELINES AND PROCEDURES**

Support for CAD Enterprise is provided on a twenty-four (24) hours, seven (7) days per week basis.

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

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

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

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

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

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

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

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

(7) CentralSquare has approved Bomgar as the sole primary form of support connectivity for CentralSquare's software applications. Bomgar provides for passwords, advanced authentication, encryption and logging that meet or exceed FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. The District has access to log information through the CentralSquare support ticket management system District portal on CentralSquare's website. Backup support connectivity is also required.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 12, Priorities and Support Response Matrix (Service Level Agreement) below. If requested or specified in the response time criteria below, a CentralSquare representative will return the call in a manner consistent with the priority and order in which the call was received. District will make every effort to respond to CentralSquare in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

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

(9) CentralSquare will provide a CJIS compliant hosted solution for off-site (Cloud) storage and backup of all related database information for the Production, environment (each an "Instance") within the Virtual Privacy Cloud ("VPC") as further defined in CentralSquare's Cloud Solutions System Planning Document. CentralSquare's CJIS compliant, cloud based solution leverages virtualization technology, secure networks, hardened hosting facilities and advanced monitoring capabilities to maximize system security and availability.

Costs for computer workstations, barcode scanners, printers, etc. and all other hardware related to the project are the responsibility of District.

District is responsible for setting up Internet connectivity at all locations; all communication lines, modems, hubs, routers, cabling and other components necessary for system operation and maintenance are not provided by CentralSquare.

(10) Scheduled Maintenance. Subscription Services may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the Subscription Services Updates, operating system updates/patches and updates to other third party applications as needed. Districts will

be provided 24 notice of any maintenance periods via an email message.

(11) CentralSquare Service Commitment

Provided that District remains current on payment of its Subscription Fee and provides applicable equipment and remote connectivity that meet CentralSquare's recommended specifications, CentralSquare shall:

- Maintain the Subscription Services infrastructure.
- Provide product version updates within thirty (30) days of general availability for Cloud operations.
- Perform daily backups of application files.
- Perform daily database backups.

(12) Priorities and Support Response Matrix (Service Level Agreement)

The following priority matrix relates to software errors resulting from the CentralSquare Software as further defined in this Agreement. Causes related to non-covered causes - such as hardware, network, and third party products, except as expressly set forth in this Addendum - are not included in this priority matrix and are outside the scope of this Addendum.

CAD Enterprise, and Interfaces, as applicable

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> • Loss of ability for all CAD users to log onto the system. • Complete interruption of call taking and/or dispatch operations • Loss of transactional data & transactional data corruption <p>These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than five (5) minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after District telephone contact to 800. 987.0911.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 2 – Urgent Priority	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the CAD workstations are negatively impacted by this error (e.g., does not apply to a minimal set of CAD workstations). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than five (5) minutes.</p> <p>After Normal Customer Service Hours: One (1) hour callback after District telephone contact to 800. 987.0911.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 3 - High Priority	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units, or perform a common call taking or dispatch function. Such errors will be consistent and reproducible.</p> <p>A significant number of CAD workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations or users).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than five (5) minutes after the initial phone call.</p> <p>High Priority issues may also be reported via support@CentralSquare.com.</p> <p>High Priority Issues are not managed after Normal Customer Service Hours.</p>
Priority 4 – Medium Priority	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units, or perform a common call taking or dispatch function. This includes system administrator functions.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than five (5) minutes after the initial phone call.</p> <p>Medium Priority issues may also be reported via support@CentralSquare.com.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>

Priority	Issue Definition	Response Time
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including District technical questions or usability questions	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than five (5) minutes after the initial phone call.</p> <p>Low Priority issues may also be reported via support@CentralSquare.com.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the District to resume live operations on the production system.	<p>CentralSquare will work continuously (including after hours) to provide the District with a solution that allows the District to resume live operations on the production system.</p> <p>CentralSquare will use reasonable efforts to resolve the issue as soon as possible and not later than twelve (12) hours after notification.</p>
Priority 2 – Urgent Priority	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the District to resume normal operations on the production system.	<p>CentralSquare will work continuously (including after hours) to provide the District with a solution that allows the District to resume normal operations on the production system.</p> <p>CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than thirty-six (36) hours after notification.</p>
Priority 3 - High Priority	CentralSquare will provide a procedural or configuration workaround that allows the District to resolve the problem.	CentralSquare will work to provide the District with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the District and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If CentralSquare determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the District with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by CentralSquare and addressed at the company's discretion according to CentralSquare's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

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

1. CAD Enterprise:
 - a. Users are unable to enter new requests for service via the emergency or scheduled call taking screen.
 - b. All users are unable to verify an address from within the emergency or scheduled call taking screen.
 - c. The CAD Enterprise System is down and all workstations will not launch or function.
 - d. The CAD Enterprise System is inoperable due to transactional data corruption caused by CentralSquare Software.
 - e. The CAD Enterprise Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).

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

1. CAD Enterprise:
 - a. CAD Enterprise users are severely impacted due to one of the following conditions:
 - i. A significant number of users (50% or more) are unable to verify an address from within the emergency or scheduled call-taking screen.
 - ii. The inability to view/edit premise or caution note information.
 - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - iv. The system does not perform unit recommendations.
 - v. Inability to assign a unit to an incident.
 - vi. Inability to change a unit's status.
 - vii. Inability to close an incident.
 - viii. Inability to view incident information needed to dispatch an incident.
 - ix. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day
2. CAD Enterprise Interfaces:
 - a. A CAD Enterprise Station Alerting Interface is down or CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
 - b. A CAD Enterprise Paging Interface is down.
 - c. An interface used for personnel rostering is down.
 - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
 - e. A CAD Enterprise Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
 - f. An ANI/ALI interface repeatedly fails to process information into an incident.
 - g. An interface to an external rostering system used to logon units is down.
 - h. An AVL interface fails to process updates for over 50% of units.
 - i. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.

Additional Information:

- Disaster Recovery and Training CAD Systems do not generally qualify for after Normal Customer Service Hours support. This would change if the Production System has failed over to the Disaster Recovery System, or during a failover of the Disaster Recovery System, the Disaster Recovery System will be supported as the Production System. Following a test failover if the Disaster Recovery System is inoperable for more than one (1) business day, CentralSquare will work to resolve the problem according to the Priority 2 response and resolution criteria included above.

ADDENDUM C

SUBCONTRACTOR WARRANTY, SUPPORT AND MAINTENANCE AGREEMENTS

(ATTACHED, IF APPLICABLE)

NOT APPLICABLE

ADDENDUM D

SUBCONTRACTOR LICENSE AGREEMENTS

(ATTACHED, IF APPLICABLE)

NOT APPLICABLE

ADDENDUM E

Indemnification and Insurance Requirements (For Professional Service Contracts)

INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES

For purposes of this Addendum E, CentralSquare Technologies, LLC is referred to as "CONTRACTOR". CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR shall not be required to indemnify COUNTY for any claims or actions caused to the extent of the negligence or wrongful act of COUNTY, its employees, agents, or contractors.

INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof, including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

LIMITATION OF LIABILITY

NOTWITHSTANDING THE FOREGOING, THE TOTAL LIABILITY OF CENTRALSQUARE FOR ANY CLAIM OR DAMAGE ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, BY WAY OF INDEMNIFICATION OR UNDER STATUTE SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED (I) THE ANNUAL SUBSCRIPTION FEES OR (II) IN THE CASE OF BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER, THE LESSER OF THE COVERAGE LIMITS OF SUCH INSURANCE OR THE AMOUNT ACTUALLY PAID TO CENTRALSQUARE OR DISTRICT BY THE APPLICABLE INSURANCE CARRIER FOR SUCH DAMAGE.

WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS

AGREEMENT, REGARDLESS OF WHETHER A PARTY HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 or its equivalent covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 or its equivalent covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR’S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Technology E&O/Cyber Liability:** Insurance appropriate to the CONTRACTOR’S profession, with limits of no less than \$10,000,000 per claim/aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance.
2. **Primary Coverage** – Except for Professional/Cyber Liability and Workers' Compensation, any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – CONTRACTOR will provide at least fifteen (15) days notice prior to any cancellation.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, in the form of a Certificate of Insurance before work commences.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement.

9. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

ADDENDUM F

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“BAA”) supplements and is made a part of the Agreement between the Covered Entity, the Santa Barbara County Fire Protection District (referred to herein as “District”) and the Business Associate, CentralSquare Technologies, LLC (referred to herein as “CentralSquare”).

RECITALS

District may disclose certain information to CentralSquare pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

District and CentralSquare intend to protect the privacy and provide for the security of PHI disclosed to CentralSquare pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and 45 CFR Parts 160 and 164, Subpart C (the “Security Rule”), Subpart D (the “Data Breach Notification Rule”) and Subpart E (the “Privacy Rule”) (collectively, the “HIPAA Regulations”).

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require District to enter into a contract containing specific requirements with CentralSquare prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by District to CentralSquare or created or received by CentralSquare on District's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of CentralSquare

- a. **Permitted Uses.** CentralSquare shall not use Protected Information except for the purpose of performing CentralSquare's obligations under the Agreement and as permitted under the Agreement and this BAA. Further, CentralSquare shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by District. However, CentralSquare may use Protected Information (i) for the proper management and administration of CentralSquare, (ii) to carry out the legal responsibilities of CentralSquare, or (iii) for Data Aggregation purposes for the Health Care Operations of District [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** CentralSquare shall not disclose Protected Information except for the purpose of performing CentralSquare's obligations under the Agreement and as permitted under the Agreement and this BAA. CentralSquare shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by District. However, CentralSquare may disclose Protected Information (i) for the proper management and administration of CentralSquare; (ii) to carry out the legal responsibilities of CentralSquare; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of District. If CentralSquare discloses Protected Information to a third party, CentralSquare must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify CentralSquare of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** CentralSquare shall not use or disclose Protected Information for fundraising or marketing purposes. CentralSquare shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. CentralSquare shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of District and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by District to CentralSquare for services provided pursuant to the Agreement. CentralSquare shall mitigate, to the extent practicable, any harmful effect that is known to CentralSquare of a use or disclosure of PHI by CentralSquare in violation of this Agreement, the BAA, or the HIPAA Regulations.
- d. **Appropriate Safeguards.** CentralSquare shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. CentralSquare shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** CentralSquare shall report to District in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than five (5) business days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **CentralSquare's Subcontractors and Agents.** CentralSquare shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to CentralSquare with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. CentralSquare shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** To the extent that the District keeps a designated record set then CentralSquare shall make Protected Information maintained by CentralSquare or its agents or subcontractors in Designated Record Sets available to District for inspection and copying within five (5) days of a request by District to enable District to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If CentralSquare maintains an Electronic Health Record, CentralSquare shall provide such information in electronic format to enable District to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h. **Amendment of PHI for CentralSquare who is Required to Maintain a Record Set.** If CentralSquare is required to maintain a designated record set on behalf of the District the CentralSquare shall within ten (10) days of receipt of a request from District for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, CentralSquare or its agents or subcontractors shall make such Protected Information available to District for amendment and incorporate any such amendment to enable District to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from CentralSquare or its agents or subcontractors, CentralSquare must notify District in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by CentralSquare or its agents or subcontractors shall be the responsibility of District [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by District of a request for an accounting of disclosures of Protected Information, CentralSquare and its agents or subcontractors shall make available to District the information required to provide an accounting of disclosures to enable District to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by District. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that CentralSquare maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to CentralSquare or its agents or subcontractors, CentralSquare shall within five (5) days of a request forward it to District in writing. It shall be District's responsibility to prepare and deliver any such accounting requested. CentralSquare shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
- j. **Governmental Access to Records.** CentralSquare shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to District and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining CentralSquare's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. CentralSquare shall provide to District a copy of any Protected Information that CentralSquare provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** CentralSquare (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. CentralSquare understands and agrees that the definition of "minimum necessary" is in flux and

shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

- l. **Data Ownership.** CentralSquare acknowledges that CentralSquare has no ownership rights with respect to the Protected Information.
- m. **CentralSquare’s Insurance.** CentralSquare represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
- n. **Notification of Possible Breach.** During the term of the Agreement, CentralSquare shall notify District within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which CentralSquare becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. CentralSquare shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- o. **Breach Pattern or Practice by District.** Pursuant to 42 U.S.C. Section 17934(b), if CentralSquare knows of a pattern of activity or practice of the District that constitutes a material breach or violation of the District’s obligations under the Agreement or this BAA or other arrangement, CentralSquare must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, CentralSquare must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. CentralSquare shall provide written notice to District of any pattern of activity or practice of the District that CentralSquare believes constitutes a material breach or violation of the District’s obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with District to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by District, CentralSquare and its agents or subcontractors shall allow District to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether CentralSquare has complied with this BAA; provided, however, that (i) CentralSquare and District shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) District shall protect the confidentiality of all confidential and proprietary information of CentralSquare to which District has access during the course of such inspection; and (iii) District shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by CentralSquare, (iv) District shall be responsible for any and all expenses incurred by District to perform such audit. The fact that District inspects, or fails to inspect, or has the right to inspect, CentralSquare’s facilities, systems, books, records, agreements, policies and procedures does not relieve CentralSquare of its responsibility to comply with this BAA, nor does District’s (i) failure to detect or (ii) detection, but failure to notify CentralSquare or require CentralSquare’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of District’s enforcement rights under the

Agreement or this BAA, CentralSquare shall notify District within ten (10) days of learning that CentralSquare has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

- q. **Compliance with HIPAA Workforce Training.** As set forth in section 164.530 of 45 CFR CentralSquare is expected to adhere to the Health Insurance Portability and Accountability Act (HIPAA) regulations to the extent necessary to comply with District's legal obligations and to develop and maintain comprehensive consumer confidentiality policies and procedures, provide annual training of all affected staff regarding those policies and procedures including Security and Privacy safeguards, and demonstrate reasonable effort to secure written and/or electronic data to document the provision of such training and agrees to make available to the District upon request. The parties should anticipate that this agreement will be modified as necessary for full compliance with HIPAA.

3. Termination

- a. **Material Breach.** A breach by CentralSquare of any provision of this BAA, as determined by District, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** District may terminate the Agreement, effective immediately, if (i) CentralSquare is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the CentralSquare has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, CentralSquare shall, at the option of District, return or destroy all Protected Information that CentralSquare or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, CentralSquare shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If District elects destruction of the PHI, CentralSquare shall certify in writing to District that such PHI has been destroyed.

4. Indemnification

CentralSquare shall indemnify, defend, save, and hold District harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this BAA; however, CentralSquare shall not be required to indemnify District for any claims or actions caused to the extent of the negligence or wrongful act of District, its employees, agents, or contractors.

5. Disclaimer

District makes no warranty or representation that compliance by CentralSquare with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for CentralSquare's own

purposes. CentralSquare is solely responsible for all decisions made by CentralSquare regarding the safeguarding of PHI.

6. Certification

To the extent that District determines that such examination is necessary to comply with District's legal obligations pursuant to HIPAA relating to certification of its security practices, District or its authorized agents or contractors, may, at District's expense, examine CentralSquare's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to District the extent to which CentralSquare's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

7. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that District must receive satisfactory written assurance from CentralSquare that CentralSquare will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. District may terminate the Agreement upon thirty (30) days written notice in the event (i) CentralSquare does not promptly enter into negotiations to amend the Agreement or this BAA when requested by District pursuant to this Section or (ii) CentralSquare does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that District, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation of Administrative Proceedings

CentralSquare shall make itself, and any subcontractors, employees or agents assisting CentralSquare in the performance of its obligations under the Agreement or this BAA, available to District, at no cost to District, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against District, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where CentralSquare or its subcontractor, employee or agent is named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than District, CentralSquare and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

11. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous CentralSquare agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. District and CentralSquare acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

12. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

STATEMENT OF WORK

Santa Barbara County Fire Protection District

CAD Enterprise – Phase 1

Version 7

CentralSquare Technologies, LLC

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1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the Services and Deliverables that CentralSquare will provide in accordance with the terms and conditions of the Subscription System Purchase Agreement (the “Purchase Agreement”) between CentralSquare Technologies, LLC (CentralSquare) and Santa Barbara County Fire Protection District, (“District”). This Purchase Agreement is the first phase (Phase 1) of a larger, two-phase project which will conclude in the District operating a fully functional Computer Aided Dispatch (Inform CAD) System in Live Operations.

Phase 1 is limited to the creation of the District’s Inform CAD test and training System in a hosted cloud environment. Phase 1 allows the District to build its System, conduct testing and most end-user training, and otherwise prepare its System for Live Operations. Configuration work completed in Phase 1 will be re-hosted to the on-premise System (Phase 2). Upon completion of Phase 2, the Phase 1 hosted environment will be decommissioned.

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

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

1.2 Project Implementation Definitions

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

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

- Project Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.

1.3 General District Responsibilities

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

- a) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this Project, including necessary maintenance.
- b) Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this Project, including necessary maintenance.
- c) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed System including the establishment and maintenance of security accounts.
- d) Configuration and/or programming of network routers, switches and bridges – this includes providing information to CentralSquare staff on any firewalls within the overall network that the System will operate and necessary port access for the System to operate in accordance with CentralSquare Documentation.
- e) The assignment of machine names and IP addresses for servers to be utilized by the System. This includes joining the Servers to the network and the assignment of security accounts as specified by CentralSquare Documentation.
- f) Any hardware and third-party software or services necessary for implementing the System that is not listed in the Purchase Agreement as a CentralSquare Deliverable (not listed as a line item in the Price and Payment section of the Purchase Agreement). This includes Workstations, Server hardware not included with managed server solutions, network equipment, telephone or TDD equipment, performance test Software, Microsoft licenses, Disaster Recovery Software, and Services required to extract legacy data and convert into acceptable data formats.
- g) Configuration, maintenance, testing, and supporting the Third-Party Systems that the District operates and which will be interfaced with as a part of this Project. This Project includes the contracted Interfaces listed in Appendix C - Standard CentralSquare Interfaces. The District is responsible for maintaining and supporting these systems in good working order. The District is responsible for providing Application Programming Interface (API) documentation to these systems that document the integration process for the level of interface integration defined by CentralSquare 's Interface IRD and approved Operational Scenario Documents. The District is also responsible for any cost associated with the development, or configuration of the third-party system vendor side of the Interfaces.
- h) Consoles, furniture or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Purchase Agreement into existing consoles, furniture, vehicles or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the District.
- i) 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 System Orientation, DOLF, Acceptance Testing, Training, regular Project meetings, discussion regarding Interfaces, System installation planning, and the like.
- j) The provision of Code Files and GIS data as requested by CentralSquare staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by CentralSquare staff in accordance with CentralSquare Documentation.
- k) The timely review and approval of Functional Acceptance Testing (FAT) documents, Operational Scenario Documents (OSD), Interface Requirements Documents (IRD), Task Completion Reports (TCR) and/or other project Documentation as further defined in this SOW.

- l)** Provide a facility with the required computer and audio-visual equipment for training.
- m)** Timely completion of acceptance testing for each of the CentralSquare Subsystems
- n)** CentralSquare pricing for this Project assumes that all District supplied products and services required to support the project will be delivered according to this agreed to Statement of Work, based upon a mutually agreed upon Project Schedule. This timeline will require a commitment by District staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the District find that it is unable to support the agreed to Project Schedule, CentralSquare reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and, if applicable, allow CentralSquare to recoup any additional costs which may be incurred by CentralSquare as a result of District delays.
- o)** The District is responsible for the creation and ongoing maintenance of SSL certificates required for the operation of the software of on-Premise hardware that is not included with managed server solutions. This includes the tracking of expiry dates and the timely renewal of certificates.

1.4 Project Exclusions

- a)** 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 Purchase Agreement.
- b)** Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Purchase Agreement will not be included in the Project.
- c)** Any Modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Purchase Agreement are excluded from the scope of this Project.
- d)** Changes in scope will only be executed through a mutually agreed upon Change Management Plan, as described in the Project Management Plan.
- e)** CentralSquare is not responsible for the deficiencies in the District’s internal or contracted network to support remote CAD Enterprise other subsystem Workstations.
- f)** CentralSquare is not responsible for the deficiencies in a District’s internal or contracted network to support some of the extended features of Mobile Enterprise products due to bandwidth or limitations in wireless coverage.
- g)** CentralSquare is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Purchase Agreement and this SOW.
- h)** This Project does not include creation or modification of GIS data by CentralSquare staff.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This Project will provide a combination of Software and Services that comprise the System for use by the District. The individual Subsystems to be provided comprise the overall System. The Purchase Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed.

The Purchase Agreement for phase one of this project incorporates the following major Subsystems:

- a) Annual Subscription for CentralSquare hosted CAD Enterprise (Powered by Inform) (Test/ Training)
 - o CAD 911 Simulator
 - o CAD Enterprise GISLink
 - o CAD Routing Server
 - o CAD Enterprise Browser
- b) Project Management and System configuration services
- c) CAD Enterprise Training

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

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

2.1.1.1 Standard CentralSquare Deliverables

The functionality provided by the CentralSquare products, including Interfaces (the core CentralSquare and Interfaces without any Modifications) is defined by CentralSquare Standard Documentation such as User and Administration Guides for CentralSquare's major Subsystems such as CAD Enterprise, CAD Enterprise Browser, CAD Enterprise GISLink and other Standard Software products. Standard Interface Requirement Documents (IRD) define the functionality of the Standard Interfaces. These documents are standard, published CentralSquare documents, and are not specific to the District. Standard CentralSquare Interface Software to be delivered through this Project is identified as software licenses in the Purchase Agreement. The functionality provided by specified Standard CentralSquare Interface Software is defined by CentralSquare IRDs or other documents.

Any Modification to the functionality of Standard CentralSquare within the System, or Subsystems, shall follow the Change Management Process as described in Section 5.2, Change Management Process. The scope of the Modification will be described in an OSD. Release of all Modifications

to CentralSquare's Standard Interfaces will follow Subsystem release cycles (i.e., CAD Enterprise, Records Enterprise, and the like).

2.1.1.2 Standard CentralSquare Sub-System Descriptions

2.1.1.2.1 CAD Enterprise

This system monitors the location of all active resources via GIS connectivity. CAD Enterprise interfaces with E-9-1-1 data and verifies the location of a call for service. The application helps to establish the call type, determines appropriate response, and recommends the nearest resource(s) from a multi-agency, multi-disciplinary matrix. The system alerts the appropriate resources, maintains unit status and facilitates alarm upgrades and higher priority dispatches. CAD Enterprise records all transactions and provides records of all transaction actions.

CAD Enterprise interfaces with:

Unit/station alerting applications

Text messaging (SMS & MMS)

Priority Dispatch EMD ProQA

Interfaces with ImageTrend ePCR

Interfaces with a number of situational awareness and surveillance software applications

2.1.1.2.2 CAD Enterprise 911 Simulator

Simulates the interface between E911 and CAD to allow dispatcher training in a non-live environment.

2.1.1.2.3 GISLink

GISLink is used to compare existing data and update Inform CAD with GIS data. It consolidates GIS data-related tools for maintaining and using GIS data in CentralSquare products. GISLink connects directly to the GIS data, compares address points, streets, response areas, and geographic areas to those in Inform CAD. GISLink then updates Inform CAD by adding, modifying, or deleting data.

2.1.1.2.4 Routing Server

The Routing Server provides the latest technology available from ESRI. The Routing Server lays the foundation for new capabilities in future versions for advanced routing functionality using attributes. The Routing Server will also provide the GIS foundation for web mapping with Inform Browser as well as additional Mobile mapping features.

2.1.1.2.5 CAD Enterprise Browser

The CAD Browser is a data presentation allowing users to search for incidents and related information in a relational search engine.

3 CENTRALSQUARE PROJECT ROLES AND RESPONSIBILITY

3.1 Overview

CentralSquare will appoint a team of specialized personnel that will implement the Project under the direction of CentralSquare's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by CentralSquare will be discussed with and agreed upon by the District in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the CentralSquare Project Manager in order to complete the requirements of the Project.

3.2 CentralSquare Project Manager

CentralSquare has appointed a CentralSquare Project Manager as the principal CentralSquare contact who will be responsible for managing CentralSquare's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Purchase Agreement. The Project Manager is also responsible for managing the Deliverables for CentralSquare's Subcontractors.

Each of CentralSquare's Subcontractors may appoint a Project Manager to manage their portion of the Project Deliverables and activities. However, the CentralSquare Project Manager will have the overall responsibility for coordinating all activities and supervising the progress of each sub-Project. The CentralSquare Project Manager will manage all communications between the District and each of CentralSquare's Subcontractors. CentralSquare's Project Manager is responsible for Project scheduling and management of CentralSquare Project personnel and Subcontractor/supplier resources.

The Project Manager uses a standardized methodology for project implementation, project management, and risk identification and management. CentralSquare's Project Manager is responsible for Project scheduling and management of CentralSquare Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the District's Project team. The CentralSquare Project Manager will be responsible for the collaborative coordination of District resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities. The Project Manager will be an active participant in many of the milestone events through the course of the Project including System Orientation, DOLF, and Go Live. The Project Manager will organize a bi-weekly Project status call with the District and necessary Project team members. Additionally, the Project Manager will provide the District with a written Project status report on a monthly basis, as further defined in this SOW.

3.3 CAD Enterprise Business Analyst

The CAD Enterprise Business Analyst is responsible for the configuration of the CAD based on the District's system requirements, business rules, configuration data, and reporting needs. The

CentralSquare Project Roles and Responsibility

Business Analyst will provide consultation services to the District with regard to the configuration and operation of CAD. The CAD Enterprise Business Analyst is also responsible for conducting the CAD System Orientation, Demonstration of Licensed Functionality (DOLF), assisting with Pre-Go Live Acceptance Testing and providing consulting support throughout the Project implementation life cycle.

After the completion of the DOLF session, ownership for continued Code File configuration and maintenance transfers to the District. At this stage, the Business Analyst will serve as a consultant for the District's further configuration of the District's CAD system until the District's System is in Live Operation. These activities are described in later sections of this SOW.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

3.4 GIS Analyst

As part of the implementation team, CentralSquare utilizes a GIS Analyst that specializes in geographical Information technology. The GIS Analyst is responsible for 1) performing an analysis regarding the District's GIS source data; 2) consultation services regarding converting the GIS source data for use in CAD Enterprise, Mobile Enterprise, and Records Enterprise; 3) providing training for applicable CentralSquare GIS tools as included in the Purchase Agreement; 4) preparing the one-time GIS data configuration for the CentralSquare Public Safety Suite – Enterprise (Powered by Inform).

3.5 Customer Installation Services Team

CentralSquare's Customer Installation Services (CIS) team is responsible for installation and integration of CentralSquare onto the system hardware that is identified for this Project. This team works closely with the District's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

3.6 Customer Services Group

District service functions and technical support for the District's System during the Project is coordinated by the CentralSquare Project Manager. After Go Live, CentralSquare's Customer Services Group is responsible for providing on-going support for the District's System as defined in the Purchase Agreement and the Software Support Agreement.

3.7 Account Manager

The Account Manager is an important resource to the District throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general District service requests, manage requests for new software and services, and provide assistance with planning technology upgrades post System Go Live.

Having the Account Manager participate as a key Project member provides an enhanced level of continuity for the District as they continue their relationship with CentralSquare.

4 RECOMMENDED DISTRICT ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the Subsystems in a manner that meets the District's operational needs requires collaboration with the District's team. In general, the District's Project team should include staff experienced in the operation and administration of the District's current public safety technology systems as applicable to the scope of this project. Such teams may include representatives from the CAD Enterprise, Mobile Enterprise, Records Enterprise, and users and stakeholders. These "subject matter experts" need to be engaged through the course of the Project from initiation until Live Operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. The District may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. The District needs to periodically assess its staffing needs based on changes in the District's operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the District, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of the District's System to include the technical and business processes. The application Administrators (CAD Enterprise, Mobile Enterprise, Records Enterprise.), as well as the System Administrator, are very key to the success of the Project. It is paramount that the District develops this team during the implementation process so that the District successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

4.2 Project Manager

The District's Project Manager is the principal District contact who will manage a team of District Project personnel. The District's Project Manager manages and coordinates District's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project management plans, applicable configuration sheets, OSDs and IRDs, approval of the Project Documentation and FAT, and management of the District's staff. Additionally the District's Project Manager is responsible for coordinating the efforts, activities, and communications between CentralSquare and third-party vendors that are not CentralSquare Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

The District's System Administrator is the individual/s primarily responsible for managing the technical back-end of the System components that are not part of the hosted solution included with this project. This individual is the primary technical point of contact representing the District IT.

Recommended District Roles and Responsibilities

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the District's administrative LAN/WAN¹, coordination will be important to avoid problems with the District's network traffic.

4.4 CAD Enterprise Administrator

The District's CAD Enterprise Administrator is the individual primarily responsible for managing the CAD Enterprise application software settings to ensure efficient operation. This individual is the primary CAD configuration point of contact representing the District.

Activities include CentralSquare setup, assignment, and management of CentralSquare modular security, maintenance of the Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate CAD administration staff may be required to manage the components used by each operation - under the direction of an overall System-Wide CAD Administrator. Any personnel involved in CAD administration should participate in the DOLF session so they are prepared to maintain the CAD Code Files post DOLF. The CAD Administrator should additionally attend CAD Enterprise User Training.

4.5 GIS Analyst

The GIS Analyst is responsible for the mapping components required for CAD Enterprise and Mobile Enterprise. Activities include providing the initial GIS files to CentralSquare for analysis. The GIS Analyst will be responsible for updating the CAD Enterprise and Mobile Enterprise Streets data using GIS Link.

During scheduled activities, the District should have a fully dedicated person or persons. Post implementation workload is based upon the number and type of GIS data edits that will be necessary for the local operations. This person (or group of people) should attend GISLink training.

4.6 CAD Enterprise Supervisors

Input from the Users/Supervisors is important to ensure that the configuration settings approved by the District's team will be perceived as usable by users of the each of the Subsystems. These Users/Supervisors should participate in meetings defining and evaluating the requirements and configuration of their respective products, such as System Orientation and Administration Training.

During scheduled activities, the District should have a fully dedicated person or persons. Post implementation should be maintenance only. These personnel should attend the applicable User trainings.

4.7 Subject Matter Experts

Input from subject matter experts in all applicable areas (CAD Enterprise and each of the Interfaces and external Systems that integrate with CentralSquare Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

¹ CentralSquare recommends a dedicated LAN for CAD as documented in the Enterprise System Planning Guide.

Recommended District Roles and Responsibilities

For Standard and Custom Interfaces, subject matter experts may be from the District and third-party vendors. If the vendors are not CentralSquare Subcontractors, the District will be responsible for engaging them in necessary discussions and documentation of the requirements.

The District should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements Documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

4.8 Application Trainers (Optional)

A team of trainers is needed for training the District staff on CentralSquare on an on-going basis. Trainers will be responsible for reading CentralSquare release notes and maintaining an understanding of new and existing features.

The District should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

5 PROJECT CONTROLLING PROCESSES

5.1 Overview

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

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

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

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. 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. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected Go Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Lives.

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

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

As the Prime Contractor, CentralSquare is responsible for processing TCRs for all Subcontractor activities, under the Contract.

The TCR will include the following information:

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

5.1.1 CentralSquare Responsibilities

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

5.1.2 District Responsibilities

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

5.2 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 Purchase Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Purchase 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 District'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. Certain changes will require a contract amendment regardless of the agreement of both parties. The District will be responsible for determining the need for and the execution of any contract amendment.

A Project Change Order will be the vehicle for communicating and agreement for the changes. Whether initiated by the District 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 Purchase Agreement for this SOW.

All Change Orders must go through the CentralSquare's internal approval process before they can be presented to the District for review and approval. Once the Change Order is generated, the District 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 agreement to the Change Order by both parties. Upon agreement by both parties the Change Order will be authorized for implementation through the approval of the Change Order and through a contract amendment as necessary.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for CentralSquare to properly investigate and scope the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to the District 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 the District 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 and contract amendment as necessary. 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 the District 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.

If the change proposal results in a TOTAL project-level change amount (i.e., the sum amount of ALL change orders and reimbursable costs) that is more than 10% of the Total Original Project Cost (including the not-to exceed amount for reimbursable expenses but not including maintenance) as specified in the Agreement, then this timeframe will be extended to include BOS approval of the change.

5.2.1 CentralSquare Responsibilities

- a)** Change Orders will be prepared for submission to the District when required.
- b)** Where Project changes require engineering-level modifications, CentralSquare will perform requirements capture necessary to prepare required Documentation including a high level description of the change for District review and approval.
- c)** Where Project changes require engineering-level modifications, District will be informed of the delivery mechanism (version and schedule).

5.2.2 District Responsibilities

- a)** When applicable, the District will identify the Services or Deliverables that will be subject to a Change Order, per the Purchase Agreement between both parties.
- b)** When applicable, the District will identify changes to features or functionality related to CAD, Interfaces, or any other Subsystems that will require a change order. This process may also include participation with the requirements process.
- c)** District will process Change Orders, and/or contract amendment as necessary, in a timely manner.

5.3 Project Reporting

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

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

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

During the course of the Project, one or more Project journals will be created to document Project issues and action items. These journals are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project journals are reviewed with the District during bi-weekly Project status calls and on an as needed basis through the course of the Project. The Project Manager is responsible for periodically providing copies of updated journals.

CentralSquare will provide an updated Project Schedule advising the District Project Manager of the progress of Project activities. The Project Schedule may be lacking the detailed tasks for the District team, and the District may add such tasks, owners, and durations to the Project in collaboration with CentralSquare Project Manager. The Project Schedule will consist of the following:

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

5.3.1 CentralSquare Responsibilities

- a)** Provide a written management-level report of Project status once a month.
- b)** Track issues and action items to closure through product specific journals. The District will be periodically provided with updated copies of the journal.
- c)** Conduct status meetings/conference calls as necessary but at least every two weeks.
- d)** Maintain an up-to-date Project Schedule.

5.3.2 District 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.

5.4 Document Review

In the course of the Project, CentralSquare may deliver several documents to the District for review. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided in electronic (soft copy). If District desires printed (hard copy) Documentation, it is their responsibility to print and bind the desired copies.

Should the District find any document unacceptable, the District 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 District approval.

5.4.1.1 District Documents Subject to District Approval

- a) Change Orders
- b) Application Configuration Sheet
- c) Task Completion Reports

5.4.1.2 Documents Subject to District Review not Requiring District Approval

- a) Project Status Reports

5.4.2 CentralSquare Responsibilities

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

5.4.3 District 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 ten (10) business days for requirements documents. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

6 PROJECT INITIATION AND PLANNING

6.1 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 the District 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 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 successfully 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 the District and CentralSquare .

6.1.1 CentralSquare Responsibilities

- a) Assign a Project Manager to the Project to participate in Initiation phase activities.
- b) Produce required documentation to support Initiation activities (such as Standard IRDs, System Planning Document, etc.)
- c) Review the SOW with the District.
- d) Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- e) In collaboration with the District, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).
- f) Baseline the Project Schedule.
- g) Prepare and submit the TCRs for District acceptance of the Project Management Plan as defined above.

6.1.1.1 District Responsibilities

- a) Assign a Project Manager for the Project to participate in Initiation phase activities.
- b) Identify and engage the District's Project team.

- c) Review and comment on the CentralSquare Project Management Plan and the Project Schedule.
- d) Review and comment on CentralSquare provided Documentation to support Initiation activities.
- e) Review the SOW with CentralSquare .
- f) Approve the TCRs for the Project Management Plan within 5 business days.

6.1.2 Project Kick Off

During the planning phase, the CentralSquare Project Manager will hold a Kick-Off meeting with the District's Project team. During the Kick-Off meeting, the CentralSquare Project Manager will provide an overview of the following:

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

Note that separate kick-offs may be conducted before initiating the activities for each of the subcontractors. These follow up kick-off meetings may be conducted over the phone and involve a small group of individuals who will be involved in the implementation of that specific system.

6.1.2.1 CentralSquare Responsibilities

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

6.1.2.2 District Responsibilities

- a) Work with the CentralSquare Project Manager to facilitate scheduling a date for the Kick-Off meeting.
- b) Schedule the appropriate personnel from the District'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.

7 PROJECT EXECUTION

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes consist of: 1) a review of Project Deliverables; 2) Configuration, Installation and testing of Software Deliverables, and 3) Delivery of Project related services. There are 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.

7.2 Phase One – Hosted Test Environment

7.2.1 System Installation (CAD Enterprise)

System installation is one of the early processes in the Project implementation phase, and has a significant impact on and critical dependency on a number of key activities. All tasks and activities related to System Installation are included in this section and will occur in the order presented. Note that other project activities can occur concurrently or between these steps.

7.2.1.1 Review of System Specifications

CentralSquare and District will review the specifications to ensure that the correct system requirements are provisioned for a hosted solution. CentralSquare will be responsible for procurement of the hosted site, as is explicitly listed under the Agreement as CentralSquare Deliverables or Deliverables of CentralSquare's Subcontractors. All other hardware or third party software not explicitly listed under the Agreement as a CentralSquare Deliverable will be the responsibility of the District.

Note: Utilization of a hosted solution is dependent on network components (i.e. Internet) beyond the control of CentralSquare or District, and, which may, adversely affect the end-user experience. CentralSquare is not responsible for any network components or issues outside the host provider's LAN.

7.2.1.1.1 CentralSquare Responsibilities

- a) Provision hardware and third party specifications to District.

7.2.1.1.2 District Responsibilities

- a) Review and validate hardware and third party specifications.

7.2.1.2 Solution and Equipment Procurement Process

CentralSquare will acquire at the hosting facility hardware, third party software, and equipment per CentralSquare's recommended Specifications. CentralSquare is only responsible for attaining the hardware and third-party software that is identified as CentralSquare Deliverables in the Purchase Agreement, or

necessary for provisioning the hosted solution. CentralSquare is not responsible for network connectivity between District site and hosted site, or between District and sub-agencies, or issues related to internet outages or slowness, but will provide one-time configuration Services for each sub-agency's provided network components to establish the connectivity between the District, District sub-agencies, and host site. Ongoing network maintenance between the District and District's sub-agencies are solely the responsibility of the District.

If the hardware and third-party software used at the District facilities is procured by the District, it is the District's responsibility to procure the required equipment based on CentralSquare approved specifications, and to ensure the timely delivery of the hardware and third-party software to the site to allow timely implementation of the System and Subsystems.

7.2.1.3 Solution Staging and Preparation for Installation

CentralSquare and its hosting solution partner will be performing basic Server integration for all Servers. Basic Server integration includes establishing remote connectivity capability (VPN and Remote Desktop) for authorized CentralSquare personnel to perform configuration. These activities will be coordinated between CentralSquare, the Hosted based partner, and the District IT staff (as needed). Guidance will be provided by CentralSquare's Customer Installation Services (CIS) team as required.

To start configuration, remote connectivity must be provided to CentralSquare. CentralSquare must also be provided the server names, IP addresses, Administrator Account Information (User Name, Password), Services Account Information, and the location of 3rd Party Software media (such as SQL). An Installation Service Request (ISR) will be provided, which organizes this information in to the CentralSquare preferred format. The District will work with CentralSquare and the hosting partner in providing the completed ISR to CentralSquare no later than two (2) weeks prior to the installation activities.

At least one (1) week prior to installation, a member of the CentralSquare CIS team will verify: (1) connectivity to the hosted site via VPN, (2) connectivity to each of the servers, and (3) access to all required security accounts.

If the servers, accounts and connectivity are not ready the Project may be rescheduled, which may have an impact on the overall Project timelines.

7.2.1.4 CentralSquare Responsibilities

- a)** Provide the System Planning Document.
- b)** Procure hosted environment if included in the Purchase Agreement as a CentralSquare Deliverable.
- c)** Provide guidance and assistance as necessary if any System Equipment is procured by the District.
- d)** Distribute the Installation Service Request (ISR) document to the District.
- e)** Work with the District in completing the ISR. For hosted systems this would encompass only non-hosted infrastructure.
- f)** Work with the District with the preparation of a network diagram.

- g) Review the completed ISR prior to the Installation.
- h) Install and configure the Microsoft SQL software.
- i) Prepare and submit a TCR for District review and approval upon completion of these activities.

7.2.1.4.1 District Responsibilities

- a) Assist in the completion of the Installation Service Request (ISR) document and provide to CentralSquare . For hosted Systems this would encompass only non-hosted infrastructure.
- b) Allow remote access to CentralSquare to all development and System “root” accounts on all Servers running CentralSquare licensed Software. For hosted Systems this would encompass only non-hosted infrastructure.
- c) Procure equipment and third party software if it is the responsibility of the District.
- d) Install District procured hardware unless the service is specified as a CentralSquare responsibility in the Purchase Agreement.
- e) Assist CentralSquare with all necessary configuration Documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed. For hosted Systems this would encompass only non-hosted infrastructure.
- f) Install all peripheral Equipment, including scanners, printers, barcode readers, etc.
- g) Provide internet connectivity with sufficient bandwidth to support end user Use of the application in a hosted environment.
- h) Approve the applicable TCR.

7.2.1.5 System Installation

Once CentralSquare , the hosted partner, and the District have prepared the site based on CentralSquare Documentation, to include the System Planning Document and the applicable ISR form is completed, a CentralSquare District Installation Services specialist will perform the CentralSquare Installation Services. These Services will be performed remotely, unless otherwise specified in the Purchase Agreement, and include Installation of the contracted CentralSquare Software products on the quantity of Servers and Workstations as specified in the Purchase Agreement. These Installation activities will be coordinated between CentralSquare and the District.

Note 1: All SQL Server licenses will be Installed and Licensed by CentralSquare.

Note 2: The Installation Services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

Note 3: The scope of Installation Services and the number of Servers and Workstations to be installed and configured by CentralSquare is limited to the Servers and Workstations that have been explicitly listed in the Purchase Agreement. If the District has been granted Site Licensing for selected CentralSquare Software, CentralSquare is only responsible for the initial Installation Services, and Installation of additional Servers will be subject to additional charges.

Note 4: At CentralSquare's and District's agreement, CentralSquare may perform Installation activities for certain components of the System on-site. For hosted Systems this would encompass only non-hosted infrastructure.

The following pre-requisites must be in place prior to the start of CentralSquare Software Installation:

- a) Site preparation is complete as outlined in the sections above.
- b) Hardware has been Installed at hosted site.
- c) District or host partner has provided CentralSquare with remote connectivity to all applicable Servers.
- d) District or hosted partner has provided CentralSquare all relevant documentation as outlined in the sections above to include licensing keys, IP addresses, username/passwords, and the completed ISR.

7.2.1.5.1 CentralSquare Responsibilities

- a) Install and configure Microsoft SQL to operate with each of the applicable CentralSquare product(s).
- b) Configure the System servers in the applicable environments (Production, Test, Training, and Disaster Backup environments, if provisioned by the Purchase Agreement).
- c) Configure District provided network component to connect District's sub-agencies to District, and District to the host site.
- d) Install and configure the applicable CentralSquare system(s) on the designated servers and applicable environments as specified in the Purchase Agreement.
- e) Provide verbal support to the District with self-Installation procedures for the Workstations using the CentralSquare provided Prerequisite Installation DVD and applicable Launch configurations.
- f) If applicable, create data dumps for Microsoft SQL database backups (as a backup for Inform RMS database).
- g) If applicable, after completion of the initial Installation and configuration of each major System (such as Inform RMS), a member of Technical Services team provides a technical hand-off to designated staff from the District's information Technology team via a conference call. The following major topics will be discussed during this technical hand-off:
- h) Proper procedures for performing System Backups:
 - a. File Structure – Inclusions and exclusions
 - b. Databases

- c. Moving Backups to media
 - d. Proper procedures for refreshing Test/Training system (and related documentation)
 - e. Approved configuration and use of Virus Scan software
 - f. Approved procedure for application of Windows updates
 - g. System Upgrade process and procedures
 - h. Support Website and CentralSquare list Server access
 - i. Managing/Reviewing System logs (CAD, SQL and Event Logs)
- i) Prepare and submit a TCR upon completion of the Installation tasks and activities.

7.2.1.5.2 District Responsibilities

- a) Allocate appropriate onsite Project personnel to support CentralSquare personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the Installation of the baseline application Software. Appropriate District personnel include the necessary IT personnel and database administrator(s) as needed during Installation.
- b) Complete the configuration of Workstations (after the installation of the limited number of Workstations by CentralSquare) using the Prerequisite Installation DVD and applicable Launch configurations.
- c) Put in place CentralSquare 's recommended backup procedures as outlined in the System Planning Document and ensure backup procedures are consistently followed beginning at the completion of this task. For hosted systems this would encompass only non-hosted infrastructure.
- d) Install and configure virus scanning software as outlined in the System Planning Document. For hosted systems this would encompass only non-hosted infrastructure.
- e) Provide SSL Security Certificates for all CentralSquare web-enabled applications that require a certificate, configured per CentralSquare documentation. For hosted Systems this would encompass only non-hosted infrastructure.
- f) For hosted systems this would encompass only non-hosted infrastructure.
- g) Review and approve the applicable TCRs.

7.2.2 Implementation of CAD Enterprise in Training

CAD Enterprise is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the District are identified, the configurations are verified, and the System is tested to validate the proper functionality of the System prior to deployment. The following sections describe the implementation process for CAD Enterprise.

7.2.2.1 CAD Enterprise Training System Review and Configuration

The CAD Enterprise System Configuration is conducted remotely through series of meetings and led by a CentralSquare Business Analyst.

Some key discovery points and output from this activity include:

- a) Work Flow – Understanding the setup for work flow from first receipt of an incident through incident completion.
- b) Agency Type Setup – The segmentation of operational processes including incidents, units, and call-taker/dispatcher roles and responsibilities.
- c) Review reporting requirements (geographic reporting segmentation and the like).
- d) Event numbering (Incidents) including master incident numbers, response numbers and case numbers.

During these initial meeting sessions, the Business Analyst will facilitate an operational review of CAD Enterprise by demonstrating various System functionality and start gathering the configuration information.

A System Module Setup worksheet (SMS) and other reference material will be provided to the District to assist in gathering the required Code Files. Information that cannot be produced during the meeting must be sent to CentralSquare as specified by the mutually agreed upon schedule.

7.2.2.1.1 CentralSquare Responsibilities

- a) Schedule meetings in accordance with the District's availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for District review or completion two weeks prior to each meeting.
- c) Conduct the meetings based on the distributed agenda.
- d) Document the District's requirements and configuration Specifications resulting from the System Orientation discussions.
- e) Send the System Module Setup worksheet (SMS) and other reference material to the District.
- f) Document and assign owners and due dates to any action items and track all action items to closure.
- g) Document any gaps between the standard functionality of the System and functionality required by the Purchase Agreement for further analysis and discussion and/or facilitate the change control process. District requested changes for changes beyond the scope of the Purchase Agreement will be evaluated at this phase, but will have to be evaluated for the potential impact on the Project Schedule and for additional project charges to be paid by the District.
- h) Schedule one or more Remote Web sessions as a follow up to System Review to guide the District through the Code File data collection process.
- i) Prepare and submit a TCR upon completion of relevant activities.

7.2.2.1.2 District Responsibilities

- a) Ensure participation of key stakeholders and decision-makers in the System Review process.
- b) Provide subject matter experts that can explain the communication center's current call flow and agency structure. These persons should have the ability to make decisions regarding any changes in work flow that may arise through the use of the new CAD Enterprise System.
- c) Provide subject matter experts with the ability to gather and provide the data elements used to build Code Files to CentralSquare .

- d) Provide subject matter experts that will be able to explain the agency's geopolitical/operational boundaries. This person (or persons) should be able to articulate the specific response requirements that will be built within CAD response plans.
- e) Provide subject matter experts that will be the CAD super users, as well as a person or persons that will be responsible for the ongoing maintenance of the CAD Code Files and configuration (CAD Administrator).
- f) Provide subject matter experts that will be responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the CAD.
- g) Provide subject matter experts that will be responsible for the maintenance of the agency's street centerline data.
- h) Provide subject matter experts that can provide information on technical Systems (Interfaces and Hardware/Network) or field-related functions (Mobile Enterprise or other mobile systems, station alerting and the like).
- i) Review and approve applicable TCRs.

7.2.2.2 CAD Enterprise Base System Code File Entry

After completion of the CAD Enterprise System Review and receiving requested data from the District, the assigned CentralSquare Business Analyst will start and supervise the initial Code File building process. The Business Analyst also configures the system hierarchy based on District's call flow and operational processes as defined in the System Review. The District will be actively involved at each step of the Code File configuration process through periodic reviews including conference calls and remote web sessions.

A Code File review is completed prior to CentralSquare initiating the Code File entry process. The review is initiated via one or more web meetings as the District submits the requested Code File information. The Code File review validates the accuracy and completeness of the information and ensures that there is a mutual understanding of how the information is to be used within CAD Enterprise.

CentralSquare personnel will participate in the Code File building process. Some Code Files that require local knowledge of the geography and the physical location of business and high-risk areas of the community (such as response plans, premise, and caution note/hazard information) cannot be built by CentralSquare. The District will be responsible for entering or geo-verifying some Code File elements such as premises.

7.2.2.2.1 CentralSquare Responsibilities

- a) Monitor and evaluate Code File submitted by the District and provide guidance as needed.
- b) Conduct one or more web meetings to validate the completeness and applicability of District submitted Code File information, prior to initiating the Code file entry.
- c) Perform a preliminary Code File build of the District's CAD Enterprise System.
- d) Facilitate updates to the System Module Setup (SMS) building sheet.
- e) Prepare and submit a TCR to confirm the delivery of the SMS worksheet by the District.

7.2.2.2.2 District Responsibilities

- a) Provide timely input and updates to the SMS sheet to support the Code File building timelines.
- b) Participate in the Code File validation conference call.
Continue building the System Code Files (those not built by CentralSquare)

- c) Review and approve applicable TCRs.

7.2.2.3 Geographical Information Services

7.2.2.3.1 Data Evaluation

The CentralSquare GIS Analyst will work with the District to perform a one-time evaluation and initial conversion of the District provided street center-line GIS data. GIS data must be from a single integrated source when delivered to CentralSquare for conversion. This analysis will include the following:

- d) Routing and Navigability - The data will be analyzed to ensure that there are no breaks in the road network and that an acceptable percentage of addresses² within the service area are routable with impedances or speed limits, applicable turn restrictions (one way data), elevations for overpasses and street types.
- e) Addressing – Evaluate data for the presence of block ranges, street types, and city designators.
- f) Supplemental Coverage - An evaluation of GIS data that may be available for response areas, ESRI compatible overlays including satellite image, and applicable point data to ensure compatibility.

A report will be presented to the District upon completion of the GIS analysis prior to the import of GIS data into one or more Systems or Subsystems. Problems identified in the data requiring additional GIS work will be transmitted to the District. The District will correct the data and return to CentralSquare for final analysis. Should problems exist after the second analysis, further analysis by CentralSquare may require a Change Order and additional project costs may apply.

NOTE: Data evaluation only applies to Custom Map conversions of District supplied data. Standard mapping conversion (TeleAtlas data) is limited to converting source mapping data from one of the standard mapping data providers and must also be provided by the District.

7.2.2.3.2 CentralSquare Responsibilities

- a) Evaluate District-supplied GIS data to ensure it is formatted correctly for street-centerline display, address point usage and address functions. A report will be generated based on this analysis.
- b) Evaluate District-supplied GIS data to ensure it is formatted correctly for routable functions. A report will be generated based on this analysis.
- c) Evaluate District-supplied GIS data to ensure it is formatted correctly for CAD Enterprise Quickest Path Unit Recommendations functionality.
- d) Review the District-supplied GIS layers for CAD Enterprise and Mobile Enterprise for viewing and execute the initial basic map configuration.
- e) Provide a report which summarizes the findings from applicable GIS analysis services for CAD only.
- f) Prepare and submit a TCR upon delivery of the GIS analysis report.

² The phrase “acceptable percentage” refers to a decision that the District must make regarding the acceptable level of navigability needed within the street centerline network. Since editing and maintaining the street data is a District responsibility, the District will have to evaluate and make a judgment regarding the impact of the level of accuracy and the cost associated with increasing the navigability of the data.

7.2.2.3.3 District Responsibilities

- a) Provide data in the required format, and per Project Schedule.
- b) Provide data to include 1) Centerline data; 2) response areas; 3) viewable/cosmetic layers.
- c) Based on the analysis report provided by CentralSquare , make needed changes to mapping data to allow the resulting GIS data to meet CentralSquare 's mapping data requirements.
- d) Review and approve the appropriate TCR.

7.2.2.4 Mapping Data Conversion and Import

CentralSquare will perform a Mapping Data Import that provides maps for the CAD Enterprise System. This process does not include making any corrections to the District GIS data. If the GIS data consists of data from more than one source, CentralSquare will not be responsible for joining these areas, or “stitching” the areas to create a uniform geographic area.

7.2.2.5 Configuration of Mapping Layers

A CentralSquare GIS Analyst will configure up to seven (7) standard GIS layers each for viewing on CAD Enterprise and Mobile Enterprise. Such conversion activities will be part of the training process to allow the District to add their own layers to the map displays in CAD Enterprise and Mobile Enterprise. Additional conversion work by CentralSquare staff is an additional charge and must be authorized by the Purchase Agreement or a Change Order. The standard layers are limited to the following:

- a) Water line features (rivers, streams, creeks)
- b) Water polygon features (ocean, lakes, ponds)
- c) Airports
- d) Railroads
- e) Parks
- f) City Boundaries
- g) County Boundaries

7.2.2.6 Response Area Import Service

If the District provides Response Area data to CentralSquare at the time of CAD map conversion, CentralSquare GIS Analyst will import the Response Areas into CAD Enterprise. GISLink training will provide the District with the capability to add, delete, or modify Response Areas for ongoing GIS maintenance.

7.2.2.6.1 CentralSquare Responsibilities

- a) Provide the initial configuration services to enable use of CAD Enterprise Quickest Path Unit Recommendations functionality.
- b) Perform a mapping data conversion and import of the District-supplied data into applicable licensed Systems and Subsystems.
- c) Provide the initial configuration services to enable use of CAD Enterprise Quickest Path Unit Recommendations functionality.
- d) Prepare and submit a TCR upon completion of the mapping conversion activities.

7.2.2.6.2 District Responsibilities

- a) After initial GIS conversion, assume responsibility for updating the data using CentralSquare provided GIS tools to ensure that data is up to date for Go Live.

b) Review and approve the applicable TCR.

7.2.2.7 CAD Enterprise Demonstration of Licensed Functionality (DOLF)

Once the initial Code File and configuration phase is complete, CAD is installed by CentralSquare, and the initial GIS map conversion is complete, a Demonstration of Licensed Functionality (DOLF) is conducted. This working meeting includes a review of the preliminary Code Files and configuration, a review of imported GIS data, and hands-on training on software utilities for completing the Code File build and on-going Code File management. The DOLF for CAD Enterprise will be on the District's system hardware after it has been configured by CentralSquare .

District will be responsible for supplying the requested data to CentralSquare no later than four (4) weeks prior to DOLF to allow sufficient configuration time. The data will be requested as a follow up to the System Orientation for the CAD Enterprise. The configuration of some CAD modules may be delayed based on the District's decision, and consultation with CentralSquare Business Analyst.

It is also required that the District's centerline conversion be completed at no later than four (4) weeks prior to DOLF. In order to meet this deadline, all GIS data must be delivered to CentralSquare in required format per the agreed upon schedule. Any delays will result in a cascading effect on the project timelines.

Participants include key members of CentralSquare 's implementation team and should not generally exceed ten (10) core members of the District's implementation team. The District's team should include representatives of dispatch, field operations and administration (reporting). At the conclusion of the session, a DOLF report is produced which documents the core software configuration, Code Files, and activities to be completed by the District. Any issues that require follow-up action, including any outstanding Go Live issues will be documented in the applicable Project journal. Any issue that is determined to be outside the scope of this Project, as defined herein, requiring a Modification or enhancement to the CentralSquare will be addressed through the Change Management process.

In preparation for the execution of the DOLF, the District system should be built to a level that will allow for the demonstration of modules and features that the District has licensed. The Code Files completed pre-DOLF are defined in Appendix A - Required CAD Enterprise DOLF Code File build. Based upon this level of Code File build, system functionality and workflow will be examined during the DOLF.

Additional Code Files (as specified in Appendix A - Required CAD Enterprise DOLF Code File build) will be configured during the DOLF.

Following the DOLF process, ownership of Code Files transfers to the District. Post DOLF, the District will enter the balance of the Code Files (not built by CentralSquare). These are typically geo-centric items that require local knowledge of the community. The District also becomes responsible for maintaining Code Files (personnel, unit, premise, caution notes and the like) that must be continuously updated to keep the Code Files in Go Live ready status. During this phase, the assigned CentralSquare Business Analyst will provide consultation services necessary to complete the Code Files.

Note: CAD Enterprise DOLF is an event applicable to CAD Enterprise only. No other Systems or Subsystems will be demonstrated during this session.

7.2.2.7.1 CentralSquare Responsibilities

a) Schedule the DOLF meeting in accordance with the District's availability and the Project Schedule.

- b) Prepare and distribute the meeting agendas to all required attendees a week prior to each meeting.
- c) Conduct the meetings based on the distributed agenda.
- d) Provide initial hands on training on the applicable system and introduction to different modules and their configurations.

Note: This training is not meant to be comprehensive for end user understanding of the Subsystem. The purpose is to give the participant an understanding of basic features, call flow and how the configuration files influence them.

- e) Review the maps for CAD Enterprise.
- f) Introduce the District to and begin documentation within the Subsystem Journal.
- g) Document and assign owners and due dates for any action items and track all action items to closure.
- h) Develop and deliver the DOLF report which serves as an “as built” document describing the build of the system following the DOLF.
- i) Handoff management of the Code Files to the District.
- j) Provide the District team with a copy of the CAD Enterprise User and Administration Guides.
- k) Prepare and submit a TCR upon completion of the DOLF, and upon delivery of the DOLF report to the District.

7.2.2.7.2 District Responsibilities

- a) Provide adequate facilities to comfortably hold the DOLF to include an overhead projector. Two projectors are preferred. DOLF also requires workstations for each participant.
- b) Provide subject matter experts that can examine the hierarchy build as articulated to the Business Analyst in terms of the agency structure.
- c) Provide subject matter experts that can examine the proposed call flow. These persons should have the ability to make decisions regarding any changes in call flow that may arise through the use of the new Subsystem.
- d) Provide participants that are versed with the ability to continue the configurations, or Code File build once ownership transfers.
- e) Provide participants that will be able to verify the agency’s geopolitical/operational boundaries.
- f) Provide participants that were responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the Subsystem, and are able to validate those boundaries.
- g) Provide participants that will be responsible for the maintenance of the agency’s street centerline data.
- h) Assume ownership for the continued build and maintenance of the system under the guidance of the CentralSquare project team.
- i) Ensure participation of key stakeholders and decision-makers in the DOLF process.
- j) Observe the change control process for any requested software changes.
- k) Review and approve the applicable TCRs.

7.2.2.8 CAD Enterprise Workshop(s)

After the CAD Enterprise DOLF has been completed, the CentralSquare project team will conduct one or more CAD Enterprise workshops. This session is intended to be an extension to the CAD Enterprise DOLF for more complex implementations and multi-jurisdictional agencies as specified in the contract.

The Project includes:

One (1) CAD Response Plan Workshop

7.2.2.8.1 CentralSquare Responsibilities

- a)** Schedule the CAD Enterprise Workshop in accordance with the District's availability and the Project Schedule.
- b)** Prepare and distribute the meeting agendas and documents for District review or completion to all required attendees two weeks prior to each meeting.
- c)** Conduct the meetings based on the distributed agenda.
- d)** Prepare and submit a TCR upon completion of the workshop.

7.2.2.8.2 District Responsibilities

- a)** Provide adequate facilities to comfortably hold the training activities.
- b)** Ensure participation of the appropriate personnel.
- c)** Continue the code file building activities after completion of this training.
- d)** Review and approve the applicable TCR.

7.2.2.9 CAD Enterprise Pre-Go Live Functional Acceptance Testing (FAT)

The District will lead and CentralSquare will assist with Functional Acceptance Testing (FAT) of CAD Enterprise, after DOLF and prior to User Training. This process is completed prior to Go Live. The purpose of the FAT is to test specific functionality of the CAD System and to formally document that the CAD Enterprise meets the required functionality according to the Purchase Agreement between the District and CentralSquare .

Since the focus of the Functional Acceptance Testing is the functionality of the System and not a validation of the Code Files, it is not necessary that all Code Files are built prior to conducting this test process. This Functional Test process consists of running a number of tests designed to verify the functionality of the CAD Enterprise.

Functional Acceptance Tests are performed based upon standard CentralSquare FAT documents that have a standard content and format. The standard CentralSquare FAT documents will be submitted to the District prior to testing.

Before the FAT is administered the District must sign-off on the receipt of the standard FAT documents and verify that these tests will be used in validation of the System functionality for Pre-Production and Post Go Live assessment of features for the Acceptance of the Software.

After implementation of the CAD Enterprise system and completion of DOLF, a CentralSquare Business Analyst will assist the District with FAT on the District's CAD Enterprise system. The purpose of this process is to validate that CAD Enterprise features are working correctly per Standard System functionality as described in the FAT documents. The testing will be fully completed and problems with individual tests will be documented, if applicable.

This process tests CAD Enterprise features as installed and configured for the District, therefore it is important that this process is executed early within the implementation cycle so that any issues discovered may be addressed. CentralSquare will not train the District's end users until the CAD Enterprise has passed the FAT.

Once the FAT has been successfully completed the District's CAD Enterprise system will have been considered to have completed Pre-Production Acceptance (see note below). A TCR will be submitted that affirms that the CAD Enterprise has passed this test. Upon completion of FAT, the District and CentralSquare will review the list of FAT failures (if any), perform an assessment of the errors, and determine the timeline for remedying the issues (pre- versus post-Go Live).

The District, with CentralSquare assistance as needed, will repeat any failed FAT test following the correction of any issues which has caused the test to fail. A full retest of the System will not be conducted to verify the FAT exceptions.

Note: Successful completion of the FAT as part of the Pre-Go Live testing process does not constitute Final System Acceptance if such a Post-Go Live Reliability Testing is defined in the Purchase Agreement.

7.2.2.9.1 CentralSquare Responsibilities

- a) Deliver CentralSquare's standard FAT documents to District for review no later than two weeks prior to conducting the FAT.
- b) Provide a TCR to the District to approve the receipt of the FAT documents.
- c) Assist the District in conducting FAT based upon the FAT documents.
- d) Identify and document critical issues and exceptions discovered during the Acceptance Test Procedures.
- e) Upon successful completion of the FAT, provide a TCR to the District, to be signed and returned to CentralSquare. All FAT exceptions will be noted in the TCR.
- f) Schedule follow up testing for validation of critical exceptions to the FAT after such exceptions have been resolved, and document the results.

7.2.2.9.2 District Responsibilities

- a) Work toward the timely completion of all predecessor tasks to include the base System Installation.
- b) Provide adequate facilities to execute the FAT.
- c) Review and signoff on the FAT documents that have been delivered by CentralSquare no later than one week prior to commencement of the FAT. (through approval of a TCR)
- d) Lead the FAT by providing operational subject matter experts that have the authority to provide validation that the tests have passed.
- e) Assist CentralSquare in documenting FAT findings and results.
- f) Review and approve the applicable TCRs.

Note: CAD Enterprise User Training may only be conducted after successful completion of the FAT, and if the identified exceptions are not critical in nature. The details of CAD Enterprise related training is included in later sections of this SOW.

Note: If included in the Purchase Agreement, the Post-Go Live Reliability Acceptance Period is described later in this Section.

7.2.2.10 CAD Enterprise Training

Note: Training classes are conducted based on the quantities that are specified in the Purchase Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Purchase Agreement.

CAD Enterprise Training classes are conducted on consecutive weekdays during business hours (Tuesday-Friday, during business hours). Alternate training schedules (e.g., Monday class starts, multiple classes per day, evening and weekend classes) will be subject to an additional charge.

The training classes related to CAD Enterprise and its Subsystems are classified into three general groups:

- a) Classes that are dependent upon specific District configurations and requirements; therefore, they are only conducted on the District System after completion of the Functional Acceptance Test (FAT) and in preparation of Go Live. CAD Enterprise Call Taker/Dispatcher User Training Course is an example of these classes.
- b) Classes such as GISLink that are delivered to a specialized group within the District's team during the course of the Project to assist them with implementation and maintenance of the System on a routine basis.
- c) Classes such as System Administration Training and CAD API Training that are not dependent upon individual District configurations and are generic in nature. These classes are held at CentralSquare facilities based on a regular schedule, and are offered to attendees from different agencies.

The CAD Enterprise Demonstration of Licensed Functionality (DOLF) session is not listed as a training class, but includes certain training elements on the CAD setup utilities.

A detailed description of these classes is provided below.

7.2.2.10.1 CentralSquare Responsibilities (for all CAD Enterprise training activities)

- a) Conduct a training orientation via conference call between the assigned CentralSquare Training personnel and the designated District representative. The objective of this session is to define the curriculum for the Training, based on the configurations of the Subsystem.
- b) Conduct the training in increments of one (1), eight (8) hour days.
- c) Provide feedback to District Supervision as to the progress of the students.
- d) For the Training classes that are held at CentralSquare, provide adequate training facilities and equipment.
- e) Prepare and submit a TCR upon completion of each class or group of consecutive classes.

7.2.2.10.2 District Responsibilities (for all CAD Enterprise training activities)

- a) Participate with the training orientation by providing a decision maker that can articulate the specific business practices that have been used in guiding the build of the District's System.
- b) Provide adequate facilities for the execution of onsite training to include adequate seating for each Workstation and an overhead projector.

- c) Provide a supervisor for each class that can answer agency specific questions as related to the build of the District's system.
- d) Review and approve the applicable TCRs.

7.2.2.10.3 CAD Enterprise Call Taker/Dispatcher User Training Course (District site)

The CAD Enterprise User Training course training days are a maximum of eight (8) hours in length. Prior to training, CentralSquare will hold a training orientation to develop an CAD Enterprise training plan for the District. This plan will take into consideration the multi-agency and multi-site setup of the System. The training orientation should be held between CentralSquare Training personnel and designated District personnel. District personnel should include person(s) who can articulate the specific District business processes related to configuration of the District's System. CentralSquare Training personnel will tailor the training curriculum to include those business practices where applicable. Given that questions may arise for specific agency procedures during the course of the training, CentralSquare recommends that the District have a supervisor present at each training class. Ideally, this supervisor would have participated in part with the implementation process.

Training classes will start on a Tuesday, and end on Friday. The number of students attending the User Training course will be limited to ten (10) students per class.

If this class will be held at the District's site, the District is responsible for providing adequate training facilities, including a conference room with adequate space and seating/conference table space, white board, projector, and computer projector (capable of 1024x768 resolution).

7.2.2.10.4 CAD Enterprise Dispatch Supervisor Training (District site)

The CAD Enterprise Dispatch Supervisor Training class has been designed to include a CAD Enterprise Call Taker/Dispatcher User Training followed by CAD Enterprise Supervisor training. This class is designed for the Dispatch Supervisors with the goal of preparing them to support the users after Go Live by answering their questions and addressing post-Go Live common problems. This class will include topics such as PowerLine configuration, Premise building and maintenance, Personnel maintenance, Vehicle Manager, and other areas that may require assistance from the supervisors. This class is recommended only for the supervisors.

This class will start on a Monday, and end on a Friday, and the class size will be limited to ten (10) students. CAD Enterprise Administration (CAD Code File Management) Training (District Site)

7.2.2.10.5 Inform Administration (CAD Code File Management) Training

The focus of this course is to prepare selected District personnel to manage CAD Enterprise Code Files using CAD Enterprise utilities.

Students will learn how the Code Files interact within the System and how to make necessary changes. This includes evaluating their current set up and options to optimize their System. CentralSquare strongly recommends that a test or training system be used for this course.

Training classes will start on a Monday, and end on Friday. The number of students attending the User Training course will be limited to ten (10) students per class.

If this class will be held at the District's site, the District is responsible for providing adequate training facilities, including a conference room with adequate space and seating/conference table space, white board, projector, and computer projector (capable of 1024x768 resolution).

Prerequisites: Completion of CAD Enterprise Dispatcher/Call Taker User Training.

7.2.2.10.5 GISLink Utility Training Course (District site)

The focus of this course, conducted at District's site, is to prepare selected District personnel to import and use existing GIS data in CAD Enterprise and manage the GIS data used by CAD Enterprise and Mobile Enterprise. GISLink is an CAD Enterprise Utility that provides a way for Districts to intelligently import District GIS data into the CAD Enterprise databases. It consolidates GIS data related tools for maintaining and using GIS data in CentralSquare products. It consists of a Windows Forms application, a command line console application, and a programming API that consists of a set of reusable publicly exported classes and methods.

Training classes will be conducted between Tuesday and Thursday, based on mutual availability of the CentralSquare and District staff. Training course will be limited to three (3) students per class.

If this class will be held at the District's site, the District is responsible for providing adequate training facilities, including at least one CAD Enterprise console with GISLink utility installed on it.

Prerequisites: GIS knowledge and background; familiarity with ESRI tools.

No other activities (including but not limited to CentralSquare performing follow up changes to the District's maps, development of special material for the District, or a follow-up one-on-one session with the District's GIS staff) are within the scope of this class.

7.2.2.10.6 CAD Enterprise System Administration Training (CentralSquare Site)

The System Administration Training course provides an overall administrative perspective of the system including operating system and database management software and equipment components. This comprehensive course is held at CentralSquare headquarters, and trains System Administrators and staff members on how to set up and administer infrastructure configurations for the District-configured CAD Enterprise System. The class will also provide attendees with sufficient skills to perform system maintenance manage and monitor interfaces, manage system operation and database settings for application support, maintenance and backup, and general troubleshooting skills.

Attendance of the District-designated individuals should be coordinated and scheduled through CentralSquare's Project Manager and should be coordinated in such a way that does not interfere with progress of the Project. System Administration classes are held regularly in CentralSquare's training facility in North Carolina and may have attendees registered from agencies other than the District.

Training classes start on a Monday and end on Friday. The number of attendees will be based on the number of seats that have been purchased by the District. If more than one seat is purchased by the District, the District has the option to send their attendees to one class or different classes.

The District is responsible for the travel fees and out of pocket expenses for their staff attending this class in CentralSquare's facility.

Prerequisites: Basic Windows and SQL Server knowledge

No other deliverables or follow up activities, including creating special material or applications for the District, are included within the scope of this class.

7.2.3 System Integration Testing (SIT) of CAD Enterprise and Interfaces

Once the Pre-Go Live FAT is concluded for all subsystems (CAD Enterprise and each of the interfaces) and in preparation for Go Live, CentralSquare and the District will conduct a one day SIT. The SIT will be conducted based on a number of scenarios that test the call flow from the call creation to disposition in CAD. These scenarios include the CAD Enterprise and Interfaces that

can be tested in the pre-production environment and are scheduled to Go Live at the same time. A small group of the District staff (1-2 dispatchers and 1-2 Mobile field users) should participate in this test with CentralSquare. CentralSquare will work with the District on defining a set of test scenarios that test the system based on the District's practices. It is recommended that the District utilize sample calls from their legacy System. These scenarios must be signed off prior to commencement of the SIT. At the successful completion of SIT without critical issues that prevent the System to be taken Live the District shall provide written approval that the System is ready for Go Live.

7.2.4 Implementation of System Interfaces

7.2.4.1 Enterprise Standard Interfaces' Requirement Gathering and Configuration

The functionality and applicable configuration options for each of the CentralSquare Standard Interfaces are described in the Interface Requirements Documents (IRD).

A CentralSquare Systems Engineer will review the IRDs for each of the applicable Standard Interfaces with the District's subject matter experts and prepare a configuration worksheet (Interface Configuration Document – ICD) detailing the parameters that will be set to meet the desired functionality for the Interface. This process may be performed for different Interfaces at different times. This process will be performed remotely via phone conference. The District is responsible for engaging the third-party vendors whose systems are being interfaced with, so that an end to end flow of the data is discussed.

CentralSquare Systems Engineer will configure and install the Standard interfaces. IRDs are not District specific documents, and not subject to edits, changes, or approval. District specific configurations for Standard Interfaces are documented in configuration worksheets (ICD) and must be approved by the District prior to configuration of the Interface.

Installation and configuration of Standard Interfaces can only be performed by qualified members of CentralSquare System Engineering or Engineering teams, using proprietary tools. Once each of the Standard Interfaces are installed and configured, they can be staged for FAT.

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 the third-party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with CentralSquare within the scope of this Purchase Agreement.

Note 1: Standard Interfaces are developed and enhanced within the CentralSquare product version process for CentralSquare products (such as CAD Enterprise). Changes to standard Interfaces will require adherence to the development life cycle therein. Changes to standard Interfaces that are delivered within this life cycle will require the District's system to be on a compatible version.

Note 2: The District's provision of Interface Requirements for Standard Interfaces is an early Project checkpoint. This information is needed to prepare the configuration sheets for Standard Interfaces. Incomplete, inaccurate or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project, since modification to Standard Interfaces are only released with a major version of CAD Enterprise.

Note 3: Any changes to the configuration of Standard Interfaces made by the District makes the Interface non-supportable, and all troubleshooting efforts resulted by such changes will be subject to additional cost.

Note 4: The District is responsible for any services or software needed from such Third-Party Systems to allow for interaction with the Third-Party System or for connecting to CentralSquare Interfaces Software in the absence of a Third-party API. CentralSquare is not responsible for any cost associated for the API, any required third-party lab or certification testing, cost associated with required programming or custom work by the third-party vendors, or any license fees that may be required by the third-party vendors.

7.2.4.2 Interface Functional Acceptance Testing (FAT)

All Standard Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of CentralSquare FAT documents for each interface, as they are applicable to District's configurations.

All Standard Interfaces will be tested against standard, predefined CentralSquare FAT documents. These tests have a standard format and will be sent to the District for review prior to conducting the FAT.

CentralSquare will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

7.2.4.2.1 CentralSquare Responsibilities

- a) Provide the IRD to the District for review for each of the Standard Interfaces.
- b) Prepare and submit a TCR to the District, documenting the delivery of the IRDs to the District for Standard Interfaces.
- c) Review the IRD with the District for each of the Standard Interfaces and gather and document the configuration options for the Interface.
- d) Install and Configure the Standard Interfaces based on the agreed upon configurations.
- e) Prepare and submit TCRs upon installation of the Standard Interfaces.
- f) Develop FAT documents reflecting feature descriptions found within the provided and applicable OSDs.
- g) Provide the FAT documents to the District for review prior to conducting the FAT for each Standard interface.
- h) Provide a TCR to the District to approve the receipt of the FAT documents.
- i) Assist the District in conducting Acceptance Testing in accordance with FAT documents.
- j) Prepare and Submit a TCR, documenting completion of FAT including any exceptions to FAT.
- k) Resolve FAT issues and re-run tests as required.

7.2.4.2.2 District Responsibilities

- a) Participate in the review of the IRDs and provide the configuration information to CentralSquare in a timely manner.

- b)** Obtain the API for each of the third-party applications that CentralSquare interfaces with and provide the document to CentralSquare .
- c)** Review and approve the OSDs based on the required timelines.
- d)** Engage the third-party vendors in the requirement gathering, development, testing and other interface development activities.
- e)** Review and approve the FAT documents.
- f)** Participate in the FAT.
- g)** Assist CentralSquare in documenting FAT findings and results.
- h)** Review and approve the applicable TCRs.

8 PROJECT CLOSURE

When all pre and post go live project deliverables have been completed, Project Closure activities will take place. Support of the System and Subsystems are transitioned to CentralSquare 's Customer Services Group. Any remaining Project related administrative tasks are completed by CentralSquare and District. Project documentation is archived and primary District interaction is officially handed over from the CentralSquare Project Manager to the CentralSquare Account Manager.

8.1 System Transition

Following Go Live, there is a transition period where the District moves from the implementation team to the support team. This transition will change the District's primary point of contact from the Project Manager back to the Account Manager. Software support will be handled through the Customer Services Group. The District's issues will be entered, tracked, and managed via a computerized and web-enabled issues tracking system. This tracking system will become available to the District at system installation.

8.1.1.1 CentralSquare Responsibilities

- a)** Provide payment reconciliation, final TCRs and final invoices.
- b)** Transition the CentralSquare point of contact from the Project Manager to the Account Manager and District Support Services Department.
- c)** Provide continued support based on terms of Purchase Agreement.

8.1.1.2 District Responsibilities

- a)** Provide approval of Project TCRs within ten (10) business days.
- b)** Provide payment reconciliation and payment of final invoices.

9 APPENDIX A - REQUIRED CAD ENTERPRISE DOLF CODE FILE BUILD

The purpose of this table is to identify specific portions of the System Code files and modules that must be built and configured prior to CAD Enterprise System DOLF.

Note: Items identified with asterisk (*) are optional, and will be built as specified, only if the District chooses to use them.

Code File Item	Must Be Built by CentralSquare Prior to DOLF	To Be Built at DOLF	To Be Built After DOLF by the Client, Under CentralSquare's Supervision	Needed to Perform FAT Testing (if the module is being utilized)
Advisor		Build 2 completely	X	Minimum of two (2) are needed for testing.
Audit Reasons *	Build up to 10		X	Minimum of one (1) is needed for testing
Bolo Type*	Build up to 20		X	Minimum of one (1) is needed for testing.
Call Response Disposition *	Build up to 10	X		Minimum of one (1) is needed for testing.
Call Taking		X		One Call Taking Screen complete
Caller Types *		Review functionality	X	Minimum of one (1) is needed for testing.
Cancellation Reasons	Build up to 15		X	Minimum of one (1) is needed for testing.
Capability Types *		Review functionality	X	Minimum of two (2) are needed for testing.
Cardfile *		Review functionality	X	At least 2 categories and 2 entries in each
Cardfile categories *		Review functionality	X	Minimum of two (2) are needed for testing.

Appendix A - Required CAD Enterprise DOLF Code File build

Code File Item	Must Be Built by CentralSquare Prior to DOLF	To Be Built at DOLF	To Be Built After DOLF by the Client, Under CentralSquare's Supervision	Needed to Perform FAT Testing (if the module is being utilized)
Caution note category		Review functionality	X	Minimum of two (2) are needed for testing.
Caution Note Source		Review functionality	X	Minimum of one (1) is needed for testing
Caution Notes		Review functionality	X	Minimum of two (2) are needed for testing.
Change Destination Reason *		Review functionality	X	Minimum of one (1) is needed for testing
Color Assignment		X		Complete
Controlling Dispatcher		X		Minimum of two (2) sectors are needed for testing.
Custom Data Field Builder *		Review functionality	X	Minimum of one (1) is needed for testing
Custom Timestamp Builder *		Review functionality	X	Minimum of one (1) is needed for testing
Customer Information		X		Complete
Dispatch levels *		Review functionality	X	Minimum of two (2) are needed for testing.
Employee Schedule Change *	Build up to 10		X	Minimum of one (1) is needed for testing
Explorer Setup Utility		X		
Eye Description	(CentralSquare uses NCIC standard)			Complete
Gender Description*	(CentralSquare uses NCIC standard)			Complete
GIS REQ. Cities Tables	(Part of GIS Conversion)			The initial conversion must be complete

Appendix A - Required CAD Enterprise DOLF Code File build

Code File Item	Must Be Built by CentralSquare Prior to DOLF	To Be Built at DOLF	To Be Built After DOLF by the Client, Under CentralSquare's Supervision	Needed to Perform FAT Testing (if the module is being utilized)
GIS REQ. County Tables	(Part of GIS Conversion)			The initial conversion must be complete
GIS REQ. Map Layers (parks, water, rails, etc.)	(Part of GIS Conversion)			The initial conversion must be complete
GIS REQ. Response Areas	At least one will be built for DOLF. If Provided to CentralSquare prior to DOLF, this information will be imported to CAD Enterprise	Review functionality	X	Minimum of two (2) sectors are needed for testing (or the response areas included in the initial conversion)
GIS REQ. State Tables	(Part of GIS Conversion)			The initial conversion must be Complete
GIS REQ. Streets Database	(Part of GIS Conversion)			The initial conversion must be Complete
Hair Description	(CentralSquare uses NCIC standard)			Complete
Hierarchy	X			Complete
Incident Types	Build all Incident types that are provided to CentralSquare prior to DOLF	Review functionality	X	Minimum of two (2) are needed for testing.
Inter-Agency security and comment sharing (if applicable)		X		Complete
Late Response Reasons *		Review functionality	X	Minimum of one (1) is needed for testing
License Plate Types *	(CentralSquare uses NCIC standard)			Complete

Appendix A - Required CAD Enterprise DOLF Code File build

Code File Item	Must Be Built by CentralSquare Prior to DOLF	To Be Built at DOLF	To Be Built After DOLF by the Client, Under CentralSquare's Supervision	Needed to Perform FAT Testing (if the module is being utilized)
Location Type Utility		Review functionality	X	Minimum of two (2) are needed for testing.
Message Audit Utility		Review functionality		At least 1 message is needed in CAD for testing
Method Call Received *		Review functionality	X	Minimum of one (1) is needed for testing
MSI - Call Taking Settings		Review functionality	X	Complete
MSI - Global Settings		X		Complete
MSI - Priority Builder		X		Complete
MSI - Toggles		X		Complete
MSI- Miscellaneous Functionality		X		Complete
MSI- Nomenclature		X		Complete
MSI-Odometer *		X		Complete
Multi Agency Setup *		Review functionality	X	Complete
Messaging		X		Complete
Number Setup Utility	X			Complete
Out of Service Reasons		Review functionality	X	Minimum of one (1) is needed for testing
Password Security		Build 2 completely	X	Complete for the personnel involved in testing
People as Capabilities *		Review functionality	X	Minimum of two (2) are needed for testing.

Appendix A - Required CAD Enterprise DOLF Code File build

Code File Item	Must Be Built by CentralSquare Prior to DOLF	To Be Built at DOLF	To Be Built After DOLF by the Client, Under CentralSquare's Supervision	Needed to Perform FAT Testing (if the module is being utilized)
Permission Security Manager		Build 2 completely		Complete for the personnel involved in testing
Permit Status*		Review functionality	X	Minimum of one (1) is needed for testing
Permit Type*		Review functionality	X	Minimum of one (1) is needed for testing
Personnel Manager	Build up to 50 prior to DOLF		X	Complete for the personnel involved in testing
Powerline Setup Utility		Review functionality		At least ten (10) applicable Powerline Commands must be built
Premise Utility		Review functionality	X	Minimum of one (1) is needed for testing
Priority Builder	Build up to 10 prior to DOLF		X	Minimum of two (2) are needed for testing.
Problem (Incident Sub-Type)	Build up to 20 prior to DOLF		X	Minimum of two (2) are needed for testing.
Race Description *	(CentralSquare uses NCIC standard)			Complete
Reset Timer Reasons *		Review functionality	X	Minimum of one (1) is needed for testing
Resource Group Manager *		Review functionality	X	Minimum of one (1) is needed for testing
Resource Icon Assignment	Build up to 20 prior to DOLF	Review functionality	X	Minimum of twenty (20) is needed for testing
Response Area Builder	Build at least one prior to DOLF	Review functionality	X	Should be complete
Response Plan Manager		Review functionality	X	Minimum of two (2) are needed for testing.

Appendix A - Required CAD Enterprise DOLF Code File build

Code File Item	Must Be Built by CentralSquare Prior to DOLF	To Be Built at DOLF	To Be Built After DOLF by the Client, Under CentralSquare's Supervision	Needed to Perform FAT Testing (if the module is being utilized)
Response-Incident Editor Queue		X		Should be complete
Roster Cancellation Reasons*		Review functionality	X	Minimum of one (1) is needed for testing
Roster Exception Reasons *		Review functionality	X	Minimum of one (1) is needed for testing
Roster Setup Utility *		Review functionality	X	Complete
Roster Template Builder *		Review functionality	X	Minimum of one (1) is needed for testing
Rotation Categories *		Review functionality	X	Minimum of one (1) is needed for testing
Rotation Suspension Reasons		Review functionality		Minimum of one (1) is needed for testing
Shift Type	X			Minimum of one (1) is needed for testing
Shorthand Comment Builder *		Review functionality	X	Minimum of one (1) is needed for testing
Sound Manager *		Review functionality	X	Minimum of one (1) is needed for testing
Station Post Manager	X		X	Minimum of two (2) are needed for testing.
Status Names		X		Should be complete
Street Finder alias Utility		Review functionality	X	Minimum of one (1) is needed for testing
Timers and Warnings Utility *		Review functionality	X	Minimum of one (1) is needed for testing
Transport Priority Types	X		X	Minimum of one (1) is needed for testing

Appendix A - Required CAD Enterprise DOLF Code File build

Code File Item	Must Be Built by CentralSquare Prior to DOLF	To Be Built at DOLF	To Be Built After DOLF by the Client, Under CentralSquare's Supervision	Needed to Perform FAT Testing (if the module is being utilized)
Transport Protocol Types	X		X	Minimum of one (1) is needed for testing
Unit Names	Build up to 50 prior to DOLF		X	Minimum of five (5) is needed for testing
User Functionality Groups	Build up to 5 prior to DOLF	Review functionality	X	Complete for the personnel involved in testing
Vehicle Manager	Build up to 50 prior to DOLF		X	Minimum of five (5) is needed for testing

Appendix B - Contracted Modifications to Standard CentralSquare Products

10 APPENDIX B - CONTRACTED MODIFICATIONS TO STANDARD CENTRALSQUARE PRODUCTS

Note: Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

There are no product modifications proposed for this project.

11 APPENDIX C - STANDARD CENTRALSQUARE INTERFACES

Note: 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.

Note: High level descriptions of each of the standard Interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The District is responsible for coordinating the development of the vendor side of all interfaces to the third-party applications for the interfaces that the vendor is not a CentralSquare Subcontractor, based on the Purchase Agreement.

11.1 Standard Interfaces for Each Environment

The following sections list the Standard Interfaces that are included in this Purchase Agreement. If not explicitly listed, the interface will not be installed and supported in the specific environment.

Interfaces will be installed into the Cloud environment as part of Phase 1, and then rehosted to the onsite production environment during Phase 2.

11.1.1 Production Environment:

- a) Five (5) Standard EMD Integration
- b) Standard Alpha Numeric Paging Interface

11.1.2 Test Environment:

- a) One (1) Standard EMD Integration

12 APPENDIX D - CUSTOM CENTRALSQUARE INTERFACES

There are no custom interfaces proposed for this project.

13 APPENDIX E - SUBCONTRACTOR(S) STATEMENT(S) OF WORK

Not applicable