Attachment D
(Exhibit 3)

EXHIBIT K

SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

This Software Subscription and Services Agreement (the "<u>Agreement</u>") is entered into as of the "<u>Effective Date</u>" by and between:

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

Santa Barbara County Sheriff
4434 Calle Real
Santa Barbara, CA 93110

(hereinafter referred to as "<u>CentralSquare</u>")

(hereinafter referred to as "<u>Customer</u>")

CentralSquare and Customer may be severally referred to as a "Party" or collectively referred to as "Parties".

1.   **DEFINITIONS.** Whenever used in this agreement, the following terms shall have the meanings assigned herein. Additional terms may be defined in the context in which they are first used. The following definitions apply to the entire Agreement and its Exhibits.

1.1.   "<u>Agreement</u>" shall mean this Agreement and any attached reference documents or Addendum as those may be amended, modified or supplemented from time to time.

1.2.   "<u>Capitalization</u>" Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1.3.   "<u>Confidential Information</u>" shall mean all corporate information and material of a sensitive, proprietary, or non-public nature originating within the disclosing Party, whether in electronic, hard copy or other form, and disclosed as necessary between the Parties in a contractual agreement, but not made openly available or disclosed to the public nor any third party, unless such disclosure to a specific third party is consented to in writing by the disclosing Party or is otherwise required by law. Confidential Information includes without limitation, information, data and materials relating to the disclosing Party's business, customers, personnel, trade secrets, internal processes, elements of the disclosing Party's information technology infrastructure, and any of the disclosing Party's information not generally available to the public. Confidential Information shall not include information which:

a) is at the time of its disclosure already in the public domain and readily available to the public; or,

b) is independently developed by the receiving Party without reference to or prior knowledge of the disclosing Party's Confidential Information; or

c) was already legally in the possession of the receiving Party prior to its disclosure by the disclosing Party and not subject to any agreement of confidence between the receiving and disclosing Parties; or,

d) is obtained by the receiving Party from a third party authorized to possess and disclose such information without restriction; or

e) gets into the public domain via an authorized release from the disclosing Party and not via another party's unauthorized, wrongful, illegal or negligent release of this information to the public.

1.4.   "Change Order" means work added to or deleted from the original scope of work as described in the Pricing Schedule and/or Statement of Work or other attachment included herein in this Agreement which alters the original scope, agreement amount, and/or completion date.

1.5.   "Customer Environment" means the computing facilities consisting of the operating computers, operating systems and other equipment and systems into which Customer intends to integrate and use the Product.

1.6.   "Documentation" means any user manuals, operating instructions, descriptions, or other written directions provided to Customer by CentralSquare in connection with the Product.

1.7.   "Feature Upgrade" means an optional, premium feature of a Product that CentralSquare may offer to Customer at an additional fee.

1.8.   "Fees" mean all monetary amounts owed by Customer to CentralSquare for the Product, License(s), Additional License(s), Feature Upgrade(s), Module(s), Technical Services, and Professional Services, as set forth herein or in attached reference documents or Change Orders as applicable.

1.9.   "Maintenance Release(s)" means a Software program fix or improvement that solves a problem or enhances the performance of the Product(s) but does not necessarily expand the functionality of the Product(s).

1.10.   "Module(s)" means software containing altered and/or new functionality that does not fall within the scope of the applicable version of the standard Software licensed under this Agreement and that CentralSquare may offer to Customer at an additional fee.

1.11.   "Pricing Schedule(s)" means one or more Pricing Schedules attached hereto and incorporated herein which sets forth the price for Products and Services ordered by Customer hereunder.

1.12.   "Product" means, individually and collectively, any Software, Module(s) and/or Feature Upgrade, Document(s) acquired by Customer through CentralSquare or its authorized resellers.

1.13.   "Reseller" means a company or individual authorized by CentralSquare to sell Product(s)

1.14.   "Software" means the standard software components as described in a Pricing Schedule or Statement of Work including Maintenance Release(s), if any.

1.15.   "Statement(s) of Work" means one or more Statement(s) of Work attached hereto and incorporated herein (sometimes referred to herein as the "SOW") describing the Products, Professional Services, Purchased Equipment and /or Technical Services to be provided by CentralSquare to Customer. If no pricing is detailed in the Pricing Schedule or Statement of Work, pricing for Products and Services shall be the CentralSquare prices in effect at the time such Products or Services are ordered.

1.16.   "Subscription" means the binding agreement established herein between the Customer and CentralSquare to pay periodic Fees in exchange for the right to use a License to the specified Products and Software during the designated period, and for annual maintenance and support services provided by CentralSquare as defined herein.

2.   PRIOR AGREEMENTS SUPERSEDED. This Agreement between the Parties contains all the terms and conditions that govern the rights, responsibilities, and obligations of the Parties during the term of this Agreement. This Agreement supersedes and replaces any prior or existing agreement between CentralSquare and Customer and incorporates any and all prior and ongoing agreements between the Parties. Such prior agreements, if any, shall be governed by the terms and conditions of this Agreement as if such agreements were issued hereunder. This

Agreement may not be amended except in writing signed by both Parties expressly referring to which portion(s) of the Agreement are to be amended.

3.   **AGREEMENT DOCUMENTS.** This agreement shall consist of the documents listed below. The Exhibits listed below are incorporated herein and made a part of this Agreement by this reference.

      3.1.   Exhibit A – Professional Services and Support/Maintenance
      3.2.   Exhibit B – Technical Services (Implementation and Configuration Services)
      3.3.   Exhibit C – Project Statement(s) of Work
      3.4.   Exhibit D – Project Payment Schedule(s)
      3.5.   Exhibit E – Standard Implementation Documentation

4.   **TERM AND TERMINATION.**

      4.1.   Term. This Agreement shall commence upon the Effective Date and extend for a period of twelve (12) months thereafter, and is renewable on an annual basis.

      4.2.   Termination for Cause. In the event of a material breach of this Agreement, the non-breaching Party may notify the other Party in writing of the material breach and the breaching Party will have thirty (30) days to affect a cure to such material breach. If the breaching Party does not affect such a cure to the material breach within the aforementioned thirty (30) days, the non-breaching Party may terminate this Agreement immediately without further notice to the breaching Party.

      4.3.   Termination without Cause. This Agreement may be terminated without cause by either party by providing written notice sixty (60) days prior to the date of termination.

      4.4.   Effects of Termination. Upon termination of this Agreement, without prejudice to any other rights or remedies which the Parties may have, (a) all rights licensed and obligations required hereunder shall immediately cease; provided that provisions with express survival language shall survive termination, (b) Customer will promptly delete and destroy all instances of the Product and the Documentation in its possession or control, and (c) except as expressly set forth herein, Customer shall within thirty (30) days of the date of termination pay to CentralSquare any outstanding Fees that have accrued prior to the date of termination.

5.   **PRODUCT; SERVICES; EQUIPMENT; CHANGES; COMPLIANCE WITH LAWS.**

      5.1.   Product Subscriptions. All Products to be subscribed to by Customer hereunder are set forth in Exhibit D. After the Effective Date of this Agreement, CentralSquare will put the Product at Customer's disposal for use in accordance with the Technical Services Agreement and all applicable Documentation. All deliveries of Product shall be inclusive of the corresponding Documentation. The risk of loss of, theft of or damage to the Product or other items delivered to Customer under this Agreement shall pass to Customer when Customer or any third party appointed by Customer comes into possession of these items.

      5.2.   Support and Maintenance Services. Active Customer Subscriptions to CentralSquare products include software application maintenance and support, in accordance with the support provisions set forth herein and in Exhibit A.

      5.3.   Professional Services. CentralSquare will provide Professional Services, if requested by Customer, in accordance with, and subject to, the terms of the Professional Services Agreement attached hereto as Exhibit A.

5.4. <u>Equipment</u>. Any hardware or equipment Customer chooses to purchase through CentralSquare (collectively, the "<u>Purchased Equipment</u>") shall be as set forth in a Purchased Equipment Addendum. Any Purchased Equipment Addendum shall be attached hereto and incorporated herein.

5.5. <u>Changes</u>. Customer may request changes to any particular Product, SOW, Services or Purchased Equipment by providing CentralSquare with a written request that describes the desired change (or "<u>Change Order</u>"). Prior to implementing any Change Order and before the Customer incurs any costs associated with any proposed change, CentralSquare will provide Customer with a written quotation which specifies any applicable increase or decrease in the cost and/or the time that will be necessary to implement the Customer requested changes specified within the requested Change Order. Provided that either the terms and conditions of the written Change Order are acceptable to the Customer as presented or the terms and conditions are acceptably modified through additional negotiation, the resulting, mutually agreed upon change(s) in scope, and any associated increase or decrease in the cost and/or time required, shall be incorporated into the Change Order and, prior to CentralSquare performing any work based on the Change Order request, the Change Order must be approved/signed and awarded by authorized representatives of both Parties.

5.6. <u>Compliance with Laws</u>. CentralSquare shall comply with all applicable state, local, and federal employment laws and regulations, including anti-discrimination, and payment of state and federal employment related taxes.

6. **FEATURE UPGRADES AND MODULES.** CentralSquare may from time to time make Feature Upgrades or additional Modules available to Customer. In addition to the terms and conditions of this Agreement, some Feature Upgrades and Modules may be subject to the Customer's prior agreement to certain use restrictions required by CentralSquare or its authorized Resellers. The Customer's agreement to such restrictions, if any, shall be evidenced by an Amendment to this Agreement signed by both Customer and CentralSquare. Any additional or separate pricing associated with a Feature Upgrade and/or Modules separate and apart from those in the Customer's existing Subscription Agreement will be set forth on a revised, supplemented or amended Payment Schedule or Change Order.

7. **PAYMENT TERMS AND CONDITIONS.**

7.1. <u>Fees</u>.

a) <u>Subscription Fees.</u> Customer will pay CentralSquare, without deduction or offset, an annual Subscription Fee of **$27,400.00**. The Subscription Fee for the initial term shall be due on the Effective Date of this Agreement, with successive annual Fees due annually on the anniversary of the Effective Date. The annual Subscription Fee shall increase by an amount from the prior year as outlined within Exhibit D. Annual Subscription Fees are subject to increase in an amount not to exceed 5% from the prior year.

7.2. <u>Invoicing</u>. CentralSquare shall invoice Customer for Fees due under this Agreement. The Invoice for Subscription Fees may be prorated based upon the mutually agreed upon terms and conditions set forth in Exhibit D. Customer agrees to pay CentralSquare, within thirty (30) days of receipt of an invoice, all undisputed amounts in the invoice. Any undisputed amount not paid within thirty (30) days of receipt of the invoice shall accrue interest at the rate of one and one-half percent (1.5%) per month until paid in full. With respect to any disputed amount, Customer shall provide CentralSquare with a written notice of such a dispute within thirty (30) days of Customer's receipt of the relevant invoice. The notice will cite the basis for the dispute, as well as supporting details sufficient to permit CentralSquare to cure the dispute. Customer shall send all payments to the address included on the invoice. All amounts payable shall be in U.S. currency. The invoice will also include any and all applicable sales, use and other taxes for which Customer is responsible. If Customer is a tax-exempt entity, Customer shall provide CentralSquare with proof of such exemption upon execution of this Agreement.

8. **LICENSE GRANTS, RESTRICTIONS ON USE.**

    8.1.   <u>Subscription Grants</u>. Subject to the terms of this Agreement, CentralSquare grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable Subscription to: (a) install and use (i) the Product (in executable form) in Computing Environment on Customer's computer(s), server(s) and/or hosted server(s) as further outlined on the Statement of Work and (ii) any related plug-ins or components on, as applicable, Customer's computer(s), server(s) and/or hosted server(s); (b) use and permit a number of Active Users as specified in the Payment Schedule (together with the Customer, the "Users") to use the Product (including any plug-ins or components) solely in connection with the Customer's business; and (c) use and make a reasonable number of copies of the Documentation provided. Customer agrees that the Product is not to be used by any other agency, department, jurisdiction, individual or entity not expressly listed on this Agreement or its Exhibits and Attachments. Certain Feature Upgrades and Modules, related to the Product, may only be offered on a Subscription basis and, in such instances, Customer will install the Feature Upgrades or Modules, and subscribe to such, Feature Upgrades and Modules as set forth in a corresponding Amendment to this Agreement. Except as specifically authorized herein, neither this Agreement, nor any right, license or obligation hereunder, may be transferred, assigned, delegated, or sublicensed, in whole or in part, by Customer without CentralSquare's prior written consent and any attempt to the contrary shall be void and of no legal effect.

    8.2.   <u>Subscription Duration; Renewals, Restrictions, Services</u>.

    a)   <u>Subscription Duration</u>. The Subscription is limited in time and is only applicable during the Term of this Agreement and any renewal thereof and under the condition that Customer continuously pays all Fee(s) due in a timely manner and in full when invoiced. The Term of the Subscription is defined in Section 4 of this Agreement.

    b)   <u>Subscription Restrictions</u>. Customer acknowledges and understands that the Software is written in a specific programming language for use with specific operating systems and is to be used only on the equipment platforms identified in the Computing Environment, as set forth in the Statement of Work. Customer may implement the Product in the Computing Environment and use the Software in accordance with the number of Subscriptions specified in the attached Payment Schedule. The number of Subscriptions may be increased by acquiring additional Subscriptions from CentralSquare (each, an "Additional Subscription"). The Term for any Additional Subscriptions shall be coterminous with the Term for the existing Subscriptions, regardless of when acquired. Customer shall pay CentralSquare the additional Fee(s) for each Additional Subscription upon acquisition.

    c)   <u>Subscription Audits</u>. Customer acknowledges and agrees to allow CentralSquare reasonable remote access under the Freedom of Access clause, Section 17.2, to perform system usage audits from time to time. If the average number of daily Active Users over a thirty (30) day period exceeds the number of Subscriptions, the Customer will be required to reduce the number of Active Users or acquire Additional Subscriptions which will be invoiced according to the terms defined in Section 7 of this Agreement.

    8.3.   **Additional Subscription Restrictions.** Except as expressly permitted under this Agreement, Customer agrees to NOT: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Product or any portion thereof; (b) distribute, transfer, grant sublicense to, or otherwise make available the Product (or any portion thereof) to third parties (other than authorized Users in connection with the operation of Customer's business), including, but not limited to, making such Product available through resellers or other distributors, or as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the Product (or any element thereof) into other applications of Customer or third parties, other than as authorized in the applicable Documentation; (d) create modifications to or derivative works of the Product; (e) reproduce the Product; (f) use or transmit the Product in violation of any applicable law, rule

or regulation, including any export/import laws; (g) in any way access, use, or copy any portion of the Product code (including the logic, functionality, and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Product or (h) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Product. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions by Customer and/or third parties. The Product is a "commercial item", as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Product is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

9. **WARRANTIES AND DISCLAIMERS.**

9.1. <u>Warranties</u>.

a) From the commencement of the Agreement and Subscription granted hereunder and for as long as Customer is current with payment of Fees, CentralSquare warrants that the Products, as delivered and when used in accordance with the Documentation and CentralSquare specifications, will perform in substantial conformance with such specifications and CentralSquare Documentation.

9.2. **<u>Disclaimers</u>**. THE EXPRESS WARRANTIES IN SECTION 9 ARE THE EXCLUSIVE WARRANTIES OFFERED BY CENTRALSQUARE AND ANY AND ALL OTHER CONDITIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. CENTRALSQUARE DOES NOT WARRANT THAT CUSTOMER'S USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE, PRODUCT OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. CENTRALSQUARE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT THE DATA OR INFORMATION PROVIDED THROUGH USE OF THE PRODUCT WILL BE ACCURATE, UP-TO DATE OR ERROR FREE. IN NO INSTANCE SHALL CENTRALSQUARE BE HELD LIABLE FOR ANY JUDGMENT MADE OR ACTION TAKEN BY CUSTOMER THROUGH USE OF THE PRODUCT.

9.3. <u>Customer's Remedy</u>. For any nonconformance of the Product to its specification, which materially affects performance and is reported to CentralSquare by Customer, in writing, during the Term or a renewal Term, CentralSquare shall provide an analysis of the problem and provide a workable solution. Customer agrees to pay CentralSquare's then current charges for analysis and efforts to obtain workable solutions that are provided outside of those covered by the Subscription services. Customer agrees that it will in no event alter, modify, repair, disassemble, or adjust the Product obtained hereby, except in accordance with CentralSquare's instructions. CentralSquare will not be liable to the extent that any breach of the foregoing warranties is caused by (i) third-party components (including in combination with the Product) not provided by or approved in writing by CentralSquare; (ii) modifications to the Product not made by CentralSquare; (iii) unauthorized use or use of the Product other than in accordance with the Documentation; (iv) bugs, failures of anomalies resulting from changes in the Customer Environment, including operating system updates, with the exception of critical security patches, software patches other than those provided by CentralSquare, and hardware, firmware and/or hardware-software upgrades or updates; (v) use of the Product in an environment other than the Customer Environment; (vi) use of the Product on hardware not identified as compatible by CentralSquare; (vii) damages or losses caused by a Force Majeure Event (as defined below); (viii) neglect or misuse of the Product by Customer or the Users; (ix) viruses introduced by Customer, its agents or Users; or (x) continued use of the Product by Customer after

CentralSquare notifies Customer, pursuant to Section 4, to discontinue use of the Product due to a claim, allegation or proceeding of third party infringement (collectively, "Exclusions") **THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES REGARDING NONCONFORMANCE OF THE PRODUCT TO ITS SPECIFICATION AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO CUSTOMER.**

10.   **LIMITATIONS OF LIABILITY.**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR LOSS OF USE OR GOODWILL, INTERRUPTION OF BUSINESS, LOSS OR INACCURACY OF BUSINESS INFORMATION, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY, IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL OF THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. THIS LIMITATION OF LIABILITY IS SPECIFICALLY RELATED TO THIS CENTRALSQUARE SOFTWARE LICENSE AND SERVICES AGREEMENT AND EXCLUDES PROFESSIONAL SERVICES AS COVERED BY ANY PROFESSIONAL SERVICES AGREEMENTS ATTACHED OR REFERRED TO HEREIN.

THIS SECTION 10 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

11.   **MARKETING AND REFERENCES.**

11.1.   Marketing. During the term of this Agreement, CentralSquare may include Customer's name and logo as a customer who uses the Product on CentralSquare's website and in other marketing materials promoting the Product. The Parties shall consult and collaborate with each other before issuing any press release or otherwise making any public statements with respect to Customer's use of the Product; and shall not issue any such press release or make any such public statement without the prior consent of the other Party, which consent shall not be unreasonably withheld or delayed.

11.2.   References. During the term of this Agreement, upon CentralSquare's reasonable request, Customer agrees to occasionally serve as a reference, participate in analyst calls, provide statements for marketing purposes, and/or develop case studies on Customer's success in using the Product.

12.   **PROPRIETARY RIGHTS.**

12.1.   CentralSquare Ownership. As between the Parties, CentralSquare and its suppliers will retain all ownership rights in and to the CentralSquare Property, Product, Documentation, all updates and upgrades thereto, all Feature Upgrades, Modules, other derivative works of the Product and/or Documentation provided by CentralSquare, and all intellectual property rights incorporated into or related to the foregoing. Customer acknowledges that the goodwill associated with the CentralSquare Property belongs exclusively to CentralSquare and, upon request, Customer will modify or cease its use of any CentralSquare property. All rights not expressly licensed by CentralSquare under this Agreement are reserved to CentralSquare. Additionally, the technology in the Product may be covered by United States ("U.S.") patents, or by U.S. and/or international patents pending. The Product, including, without limitation, any images, animation, sound, music and text incorporated therein is subject to U.S. and international copyright protection, including U.S. copyright registration. Customer shall have no right, license or interest of any kind in or to such copyrights, trademarks, patents or patents pending and the Customer shall not assert such right, license or interest or otherwise challenge CentralSquare's exclusive ownership of such copyrights, trademarks, patents or patents pending.

12.2. Customer Content. As between the parties hereto, Customer and its Users will retain all ownership rights in and to all content made available by Customer and Users through the Product (collectively "Customer Content") and all Customer data. Customer agrees that the Product simply manages Customer data and CentralSquare has no control or liability in how such manipulated data is used by Customer.

13. **CONFIDENTIAL INFORMATION.**

13.1. Confidential Information. In the course of performing this Agreement, the Parties may disclose to each other Confidential Information. When disclosed by a Party (the "Disclosing Party"), Confidential Information will be designated and/or marked as confidential. Any information not marked as confidential when disclosed shall still be treated as Confidential Information by the Party receiving such information (the "Receiving Party") if the Receiving Party knew or reasonably should have known, under the circumstances, that such information was considered confidential or proprietary by the Disclosing Party. The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but no less than a reasonable standard of care. Neither Party shall use the Confidential Information of the other Party for any purpose, except in the performance of its obligations under this Agreement or as otherwise expressly permitted hereunder. Confidential Information shall be disclosed only to those employees and contractors with a need to know such information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than that set forth herein. The Receiving Party shall promptly notify the Disclosing Party of any actual or potential unauthorized access to or use of the Disclosing Party's Confidential Information. The Receiving Party shall not be liable to the Disclosing Party for the release of Confidential Information if such information: (a) was known to the Receiving Party without restriction as to use or disclosure at the time of receiving such information, as evidenced by the Receiving Party's records; (b) was or becomes generally known or publicly available through no act or failure to act on the part of the Receiving Party (c) was independently developed solely by the employees of the Receiving Party who have not had access to Confidential Information; (d) is rightfully furnished to the Receiving Party without restrictions on disclosure by a third party without a breach of such third party's obligations of confidentiality; or (e) is required by law to be disclosed by the Receiving Party, provided that the Receiving Party: (i) gives the Disclosing Party prompt written notice of such requirement prior to such disclosure; (ii) provides assistance in obtaining an order protecting the Confidential Information from disclosure; and (iii) discloses the Confidential Information only to the extent required by law. Customer shall not disclose to any third party any performance information (i.e., benchmarks) relating to the Product, except as expressly contemplated herein. All Confidential Information shall remain the sole property of the Disclosing Party and the Receiving Party shall have no interest in or rights with respect thereto, except as expressly set forth in this Agreement.

13.2. Survival. This Section 13 shall survive termination or expiration of this Agreement.

14. **CENTRALSQUARE INDEMNIFICATION.**

14.1. Indemnification.

a) CentralSquare agrees to indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from and against all damages and costs (including reasonable attorneys' fees) finally awarded against Customer (or finally settled upon) arising from or relating to any Claim, as defined below, brought against Customer by a third party alleging that the Product directly infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret (recognized as such under the Uniform Trade Secrets Act). If any Claim that CentralSquare is obligated to defend under this subsection (a) has occurred, or, in CentralSquare's opinion, is likely to occur, CentralSquare may, at its option and expense, either: (i) obtain for Customer the right to continue to use the applicable Product, (ii) replace or modify

the Product so it becomes non-infringing, without materially adversely affecting the Product's specified functionality; or (iii) if (i) or (ii) are not readily available after using reasonable commercial efforts, or, if neither of the foregoing options is commercially reasonable, refund all Product Fees already paid by Customer and terminate this Agreement. Notwithstanding the foregoing, CentralSquare shall not indemnify, defend, or hold harmless Customer for any Claims solely based on: (1) any Customer or third party intellectual property or software incorporated in or combined with the Product, where in the absence of such incorporated or combined item, there would not have been infringement, excluding any third party software or intellectual property incorporated into the Product at CentralSquare's discretion; (2) Product which has been altered or modified by the Customer, by any third party, or by CentralSquare at the request of the Customer, where in the absence of such alteration or modification the Product would not be infringing; or (3) use of any version of the Product with respect to which CentralSquare has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch, or fix.

b) CentralSquare agrees to indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from and against all damages and costs (including reasonable attorneys' fees) finally awarded against Customer (or finally settled upon) arising from or relating to any Claim of personal injury or tangible personal property damage (excluding data) of whatsoever nature or kind arising, in whole or in part, out of, as a result of, or in connection with the gross negligence or willful misconduct of CentralSquare employees, subcontractors, or agents.

14.2. <u>Notice</u>. The parties acknowledge and agree that CentralSquare's obligations under this Section 14 are conditioned upon Customer providing CentralSquare: (i) prompt written notice of the existence of such claim, suit, action or proceeding (each, a "<u>Claim</u>"); provided that a failure of the Customer to promptly notify CentralSquare shall not relieve CentralSquare of liability hereunder except to the extent that CentralSquare's defenses to such Claim are materially impaired by such failure to promptly notify; (ii) sole control over the defense or settlement of such Claim, it being agreed that CentralSquare shall not enter into any settlement imposing any liability or obligation on Customer without Customer's prior written consent; and (iii) assistance at CentralSquare's request and sole expense, to the extent reasonably necessary for the defense or settlement of such Claim.

14.3. <u>Survival</u>. The provisions of this Section 14 shall survive for a period of one (1) year following the termination of this Agreement.

15. **CUSTOMER INDEMNIFICATION.**

15.1. <u>Indemnification</u>. Customer agrees to indemnify, defend and hold harmless CentralSquare, its officers, directors, employees and agents from and against all damages and costs (including reasonable attorneys' fees) finally awarded against CentralSquare (or finally settled upon) arising from or relating to:

a) Any Claim of personal injury or tangible personal property damage (excluding data) of whatsoever nature or kind arising, in whole or in part, out of, or as a result of gross negligence or willful misconduct of Customer, its employees, subcontractors, or agents.

b) Any Claim brought against CentralSquare by a third party arising from or relating to any modification of the Product by Customer or any use of the Software other than as permitted by this Agreement.

15.2. <u>Notice</u>. The parties acknowledge and agree that Customer's obligations under this Section 15 are conditioned upon CentralSquare providing Customer: (a) prompt written notice of the existence of such claim, suit, action, or proceeding; (b) sole control over the defense or settlement of such Claim; and (c) assistance at Customer's request, to the extent reasonably necessary for the defense of such Claim.

15.3.   Survival. The provisions of this Section 15 herein shall survive for a period of one (1) year following termination of this Agreement.

16.   **EXPORT COMPLIANCE.** Customer shall not export or allow the export or re-export of the Product, Documentation, Modules, Feature Upgrades, any components thereof or any Confidential Information of CentralSquare without the prior written consent of CentralSquare. Customer shall comply with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including, without limitation, the Export Administration Regulations of the U.S. Department of Commerce Bureau of Export Administration (as contained in 15 C.F.R. Parts 730-772), and, if applicable, relevant foreign laws and regulations.

17.   **OBLIGATION OF CUSTOMER.** Customer Party is responsible for performing the following:

17.1.   Customer Assistance. Customer shall, in all cases and at no charge to CentralSquare, perform such nonskilled checks and tests as reasonably required by CentralSquare's written instructions provided in its Documentation. These tests shall not require Customer to furnish specialized test equipment.

17.2.   Freedom of Access. Customer agrees that CentralSquare or its authorized representative, shall have reasonable and free access to the Product. Any unreasonable delays or return service calls required because of denial of reasonable and free access to the Product will be separately billed to Customer at CentralSquare's normal and then current rates. Customer agrees to provide CentralSquare with onsite and remote access (via VPN) to Customer's systems, Record-Keeping Servers ("RKS"), network components, communication lines, connections, RKS data and workstations to enable CentralSquare to perform remote installation or conduct troubleshooting, license audits, integration testing, system testing and/or environment testing.

17.3.   Customer Responsibilities. Customer agrees to prevent unauthorized adjustment, repairs or modifications, and to ensure that the Product is utilized in accordance with the applicable CentralSquare published specifications. In the event that either one of these responsibilities is not fulfilled, CentralSquare shall have the right to immediately withdraw the affected Product from coverage under this Agreement.

17.4.   System Responsibility. CentralSquare has no system responsibility as to the use or application of the Product. Customer assumes full responsibility for data entry, data maintenance, the functional adequacy of the Product and/or Software configuration as applied in the installation and for all system analysis and system engineering work.

18.   **GENERAL**

18.1.   Order of Precedence. The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Pricing Schedules, Exhibits, Attachments, Addenda and other incorporated documents: (a) First, the terms contained in this Agreement; (b) Second, the Statement of Work and/or Change Orders; (c) Third, the Pricing Schedule; (d) Fourth the terms of any Professional or Technical Services Addenda, and (e) Fifth, the terms of any other schedules, Exhibits, Attachments, and Addenda to this Agreement.

18.2.   Independent Contractors. The relationship of CentralSquare and Customer as established by this Agreement is that of independent contractors and nothing in this Agreement shall be construed to: (a) constitute the parties as partners, agents, employer-employee, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, (b) give either Party the power to direct and control the day to day activities of the other, or (c) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

18.3.   Expense Reimbursement. When travel is requested and/or approved by Customer in connection with the performance of Services under a Statement of Work and outside of any travel explicitly included in writing as a project deliverable, Customer agrees to pay CentralSquare a daily rate ("Rate") which will encompass reasonable travel expenses. The Rate will be reimbursable for every CentralSquare employee traveling. The Rate will be negotiated prior to booking any travel arrangements. Customer agrees to pay negotiated Rate(s) due in a timely manner and in full when invoiced in accordance with Section 7 this Agreement.

18.4.   Force Majeure. Any delay in the performance of any duties or obligations of either Party, except the payment of money owed, will not be considered a breach of this Agreement if such delay is caused by any occurrence or contingency beyond the Party's reasonable control, including, but not limited to, acts of God, labor disputes and strikes, market shortage of materials, riots, war and governmental requirements (any such event, a "Force Majeure Event"), provided that such Party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable. The obligations and rights of the Party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

18.5.   Assignment. Neither Party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other Party's prior written consent except that either Party may, without the consent of the other, but with prior written notice to the other, assign this Agreement, in whole, to its parent company, controlled subsidiary of that Party or a purchaser of all or substantially all of that Party's assets used in connection with performing this Agreement. Any attempted assignment, transfer or delegation not in compliance with the foregoing shall be null and void.

18.6.   Amendments. All modifications to or waivers of any terms of this Agreement must be in a writing that (a) is signed by authorized representatives of the parties hereto, and (b) expressly references this Agreement.

18.7.   Governing Law. This Agreement shall be governed by the laws of the State of California, United States of America without regard to its conflict of laws rules. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

18.8.   Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

18.9.   Entire Agreement.   This Agreement, Pricing Schedules, Professional Services, Purchased Equipment Agreements and any other attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by CentralSquare. The terms on any purchase order or similar document submitted by Customer to CentralSquare will have no effect and are hereby rejected.

18.10.   Notices. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other Party at the address set forth on at the beginning of this Agreement (to the attention of the signatory below) and are deemed delivered when received.

18.11. <u>Binding Agreement</u>. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing.

18.12. <u>Execution in Counterparts and by Electronic Delivery</u>. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image and an executed copy of this Agreement received by way of facsimile or by scanned .pdf image shall be deemed to be an original enforceable and admissible for all purposes as may be necessary under the terms hereof.

IN WITNESS THEREOF, the following Parties have caused this Agreement on the date evidenced below.

EXECUTED this ___ day of _____, 2021 (Effective Date).

SANTA BARBARA COUNTY SHERIFF	**CENTRALSQUARE TECHNOLOGIES, LLC**
Signature _____ 6/1/21	Signature _____ DocuSigned by: Dan Maier E4124F28B4F5410...
Name _____ BILL BROWN	Name Dan Maier
Title _____ SHERIFF	Title CRO

EXHIBIT A

PROFESSIONAL SERVICES AND SUPPORT/MAINTENANCE

This Professional Services Agreement is incorporated in and made a part of the Subscription Agreement and is effective as of the date of the Agreement.

1. **BACKGROUND AND PURPOSE.** Pursuant to the terms and conditions of the Agreement, Customer has agreed to subscribe to Product. Customer wishes to engage CentralSquare to perform various consulting, training, customizations, and/or implementation services in connection with the Product and CentralSquare desires to provide such Professional Services, subject to the terms and conditions of the Agreement and this Professional Services Addendum. The purpose of Professional Services, either entirely or partially, is to transfer knowledge and information to Customer to enable the Customer to properly administer and support the Product and implementation within the Customer Environment.

2. **WARRANTY.**

    2.1.   CentralSquare warrants that the Professional Services shall be provided by qualified and trained individuals in a good and workmanlike manner consistent with industry standards and in accordance with the terms, specifications, and requirements of this Professional Services Addendum.

    2.2.   **THE EXPRESS WARRANTIES IN THE SOFTWARE LICENSING AGREEMENT SECTION 9 ARE THE EXCLUSIVE WARRANTIES OFFERED BY CENTRALSQUARE**

3. **PROFESSIONAL SERVICES OBLIGATIONS.**

    3.1.   <u>Location</u>.   If any Professional Services are to be performed onsite at Customer's facility, CentralSquare and its personnel will comply with any applicable and reasonable security, safety or similar rules and requirements pertaining to such facility so long as Customer provides CentralSquare a written copy of the rules and requirements prior to the date the Professional Services are to be performed.

    3.2.   <u>CentralSquare Personnel</u>.   CentralSquare shall retain sole control over the employees or independent contractors performing the Services. CentralSquare is responsible for the performance of any independent contractors that it may engage to perform the Services.

4. **CUSTOMER OBLIGATIONS.**

    4.1.   Customer acknowledges that the timely and successful performance of Services and delivery of the Deliverables requires good faith cooperation by Customer. Therefore, Customer shall (a) furnish information reasonably requested by CentralSquare in a timely manner to include use cases and test scenarios, (b) provide access to Customer personnel, working space, facilities and systems (e.g. third party CAD vendor systems) that CentralSquare or its personnel may reasonably request, (c) provide CentralSquare with on site and remote access (via VPN) to Customer's systems, servers, network components, communication lines, connections, workstations, data, and test environments if necessary to perform Services (including licenses to third party software as may be necessary) and (d) timely perform its obligations as necessary to meet the Schedule in the applicable Statement of Work.

    4.2.   In the event any failure by Customer to comply with the provisions of this Section 4 results in a prolonged delay or deficiency in CentralSquare's ability to perform the Services set forth in this Agreement and associated Statement of Work, CentralSquare may elect to suspend Services related to the project. CentralSquare shall not be deemed in breach of the Agreement for such suspension. CentralSquare will provide Customer with at least two verbal warnings, followed by written notice informing the Customer

of CentralSquare's intent to put the project in "Suspended Status". Suspended Status means CentralSquare will cease Services towards the implementation, deployment, management and training on the project. Written notice will be issued at least ten days prior to Services suspension. Written notice will include:

a) Customer actions required to remedy delays or deficiencies
b) Fee(s) required to re-engage the Services should Suspended Status be enacted
c) Reinstatement Fee(s) will be a minimum of Five Thousand dollars ($5,000 (USD)
d) The length of time Suspended Status can be in effect before Customer will be in default of the Agreement

4.3.   Should Customer fail to remedy the delays or deficiencies as detailed in the notice, Services will be suspended. Once suspended, CentralSquare may reassign its resources to other projects. To reinstate the project from Suspended Status will require re-assigning CentralSquare resources, establishing a new project timeline, and updating the Statement of Work. Reinstatement Fees(s) will be invoiced in accordance with the terms of the Agreement. If the project remains in Suspended Status beyond the specified limit, the Customer will be deemed in default and CentralSquare may terminate the Agreement for cause.

4.4.   All Customer personnel engaged with the CentralSquare personnel during the term of this Professional Services Agreement shall have the proper skill, training and background to perform their responsibilities in a professional, competent and workmanlike manner in accordance with the prevailing industry standards. CentralSquare shall not be responsible for any actions by Customer's personnel or its contractors in connection with the Product, unless such actions have been previously approved by CentralSquare, in writing, including, but not limited to, changes or modifications of the Product, changes or modifications to CentralSquare's Documentation, or training of Customer personnel or end users.

5.   **WORK PRODUCT.** All error corrections, enhancements, new releases, and any other work product created by CentralSquare in connection with the Services provided under this Professional Services Agreement ("Work Product") are and shall remain the exclusive property of CentralSquare, regardless of whether Customer, its employees, or agents may have contributed to the conception, joined in its development, or paid CentralSquare for the development or use of the Work Product. Such Work Product shall be considered part of the Product and subject to the terms and conditions contained herein and in the Agreement. Notwithstanding the foregoing, Customer retains all rights, title and interest in and to any of Customer's Confidential Information that may be incorporated into or provided with any Deliverable.

6.   **SUPPORT.**
6.1.   In accordance with the terms of the Agreement, CentralSquare will furnish the following Services to Customer:

a) Maintenance Releases: Each Maintenance Release will be provided to Customer by CentralSquare at the time of its general availability. Certain Maintenance Releases will be made available by CentralSquare for downloading to Customer's equipment. Other Maintenance Releases will be made available to Customer on media. One copy of each Maintenance Release will be made available to Customer for each Product licensed. Each Maintenance Release is licensed to run only in the Customer Environment for which Customer has a current License. Customer shall implement each revision within ninety (90) days from receipt of notice in order to qualify for continued Technical Service Support.

b) Technical Service Support: Direct access to CentralSquare technical expertise, problem resolution support and critical problem escalation:

i.   Level 1 Tech Support - Level 1 Tech Support is provided by a Customer in-house technical service designee (the "Super User"). This is a person(s) within the Customer organization who has completed training and is properly certified by CentralSquare in the Product to respond to the basic questions and needs of personnel of the Customer organization.

ii.   Level 2 Tech Support - Level 2 Tech Support is call-in support to CentralSquare's in-house technical service team and will be provided via online and/or phone support by a CentralSquare Technical Services Agent (the "Agent").

iii.   Level 3 Tech Support - Level 3 Tech Support is onsite service.

c)   Hours of Service
Monday – Friday, 8:00 am to 5:00 pm, Mountain Time
Agent on call after 5:00 pm for Priority 1 & 2 Incidents, as defined below
      Saturday – Sunday: Agent on call for Priority 1 & 2 Incidents, as defined below
      Holidays: Agent on call for Priority 1 & 2 Incidents, as defined in the Incident Management Document.

d)   Service Contact
Main Phone	(801) 397-397, Option 2
Toll-Free	(800) 517-0392
Email	support@CentralSquare.com

6.2.   **Limitations on Technical Service Support.** Customer agrees that its point of contact for maintenance and service of the Product will be to follow the Services Levels 1-3 as outlined above, and that Customer will designate Super Users to be trained by CentralSquare to act as liaisons between CentralSquare and Customer for technical service requests. Customer understands that hotline services for the Product subject to this Technical Services Agreement will be available to Customer through electronic mail communication or by telephone.

6.3.   **Optional Services.** Services beyond regular Maintenance Release and Product Technical Support can be purchased at CentralSquare's then current rates which are in effect at the time that the Services are requested. The Services shall be invoiced and paid in accordance with the terms of the Agreement.

6.4.   **Incident Management.** CentralSquare has documented its support guide for call handling in its Incident Management Process documentation, which can be found as an Exhibit to this Agreement or online.

6.5.   Maintenance of third-party software is not included in the Services nor is maintenance or support relating to any Exclusion.

EXHIBIT B

TECHNICAL SERVICES AGREEMENT

(Implementation and Configuration Services)

This Technical Services Agreement is incorporated in and made a part of the Agreement and is effective as of the date of the Agreement.

1. **BACKGROUND AND PURPOSE.** Pursuant to the terms and conditions of the Agreement, CentralSquare has agreed to license Product to the Customer. Customer wishes to engage CentralSquare to perform the implementation and configuration services required to install and prepare the system for use in accordance with the Statement of Work and all related Documentation.

2. **TERM AND TERMINATION.**

    2.1.   This Technical Services Agreement shall commence upon execution by the Parties, and/or upon CentralSquare's receipt in writing of a Notice to Proceed by Customer. Upon commencement, the Product shall be installed in the Customer Environment in accordance with the Statement of Work and any applicable Standard Implementation Documentation.

    2.2.   In the event a Party materially breaches any of the terms, conditions, warranties or representations set forth herein, the other Party may, at its option, notify the non-complying Party of its intention to terminate this Technical Services Agreement. The notice of the intended termination shall be written and shall specify the breaches, violations, and deficiencies that must be corrected. Except as provided herein, the non-complying Party shall have thirty (30) days from receipt of the notice to cure such breach. Should the non-complying Party fail to cure such breach, the other Party shall then have the right to terminate this Technical Services Agreement for cause by giving written notice to the non-complying Party of such termination and specifying the effective date of such termination.

3. **SERVICES.**

    3.1.   <u>Products</u>. The Products covered by this Technical Services Agreement are set forth in the Pricing Schedule and/or Statement of Work.

    3.2.   <u>Documentation</u>. CentralSquare shall provide Documentation for use with the Product as set forth in the Statement of Work.

    3.3.   <u>Pricing</u>. The Pricing for the Services covered by this Technical Services Agreement are set forth in the Pricing Schedule.

4. **WARRANTY.**

    4.1.   CentralSquare warrants that the Services shall be provided by qualified and trained individuals in a good and workmanlike manner consistent with industry standards and in accordance with the terms, specifications, and requirements of this Technical Services Agreement and Statement of Work. CentralSquare's obligations are contingent upon: (a) the Software and any additional parts of the Product not having been modified, changed, or altered by anyone other than CentralSquare without prior written consent of CentralSquare; (b) the Product being used only within the Customer Environment stated in the Pricing Schedule and/or Statement of Work; (c) the computer hardware being in good operational order and installed in the Customer Environment; (d) the Customer Environment meeting the minimum technical requirements as defined in the Statement of Work (e) Customer notifying CentralSquare of its need for service within twenty-four (24) hours after an issue arises; (g) Customer providing reasonable troubleshooting information and access so that CentralSquare can identify and address problems; and (h) all Fees due to CentralSquare have been paid in full.

4.2.   **THE EXPRESS WARRANTIES IN SUBSCRIPTION AGREEMENT SECTION 9 ARE THE EXCLUSIVE WARRANTIES OFFERED BY CENTRALSQUARE.**

5.   **CUSTOMER OBLIGATIONS.**

5.1.   The level of support that CentralSquare can deliver to Customer is dependent upon the cooperation of Customer and the quantity and quality of information that Customer can provide to CentralSquare. If CentralSquare cannot reproduce a problem or if Customer cannot successfully gather adequate troubleshooting information or reproduce the problem as identified and reported in Customer's environment, CentralSquare may need temporary login access on Customer's system to identify and address the problem and Customer agrees to promptly provide such access.

6.   **WORK PRODUCT.** All error corrections, enhancements, new releases, and any other work product created by CentralSquare in connection with the Services provided under this Technical Services Agreement ("Work Product") are and shall remain the exclusive property of CentralSquare, regardless of whether Customer, its employees, or agents may have contributed to the conception, joined in its development, or paid CentralSquare for the development or use of the Work Product. Such Work Product shall be considered part of the Product and subject to the terms and conditions contained herein and in the Agreement. Notwithstanding the foregoing, Customer retains all rights, title and interest in and to any of Customer's Confidential Information that may be incorporated into or provided with any Deliverable.

EXHIBIT C

STATEMENT OF WORK

CAD DATA SHARING – Santa Barbara County Sheriff's Office Area CAD-to-CAD Hub Implementation Project

Revision: June 24, 2020

1.   SANTA BARBARA SHERIFF'S OFFICE AREA CAD-TO-CAD HUB IMPLEMENTATION PROJECT

This Statement of Work (SOW) is attached to and subject to the terms and condition of the Software License and Services Agreement (Agreement) entered into on _____ between CentralSquare and Santa Barbara Sheriff's Office, hereafter referred to as SBSO. Any reference to Customer in this SOW refers to SBSO. Throughout the SOW, reference to SBSO is used when there are responsibilities specific to SBSO which need to be performed. The signature page must be executed by an authorized representative of CentralSquare and SBSO for this SOW to be binding.

Where dependencies exist between SBSO and other agency members of this implementation, SBSO will facilitate the involvement of its members to achieve the deliverables of this SOW.

2.   SOLUTION OVERVIEW

This Statement of Work (SOW) is entered into between CentralSquare and SBSO. CentralSquare is the leading provider of bi-directional CAD-to-CAD interoperability through its Unify implementation of the CAD-to-CAD Hub. This patented interoperability system utilizes an intelligent hub design to enable CAD systems to communicate directly with one or more other CAD systems and incorporates the interoperability information through the existing CAD consoles familiar to the dispatchers.

At the completion of this SOW, SBSO-area PSAPs will be able to share emergency incident related data electronically with each other. The scope includes connecting SBSO to the CAD-to-CAD Hub by way of a bidirectional interface. This will enable SBSO to share emergency incident related data electronically with additional PSAPs that will be connected in the same manner by sharing incident data, unit updates, and unit locations between CAD systems. It is anticipated that additional PSAPs to connect may be Santa Barbara Fire and possibly Santa Barbara Police Department. This PSAP is only for the connection of SBSO. Other PSAP projects will be governed under a different SOW and agreement.

References in this SOW to **"E-HubUnify-StandardImplementationDocumentation-20200624"** will hereafter be referred to as the SID.

3.   DELIVERABLES – SYSTEM CONNECTIONS

3.1.   CentralSquare will provide the Customer with the following system connections:

Agency	Connecting System	Connection Type (if applicable)	Product Package	Interface

Santa Barbara Sheriff's Office	CentralSquare Enterprise CAD	Bidirectional	UNIFY	Will Utilize the existing Enterprise CAD Interface for the CAD-to-CAD Hub developed by CentralSquare

3.2.   <u>Standard CAD-to-CAD Hub Functionality For Project Implementation</u> – The customer is licensed to use the CAD-to-CAD Hub functionality as described in the SID "Section 1 – Hub Unify Standard Scope".

3.3.   <u>Site-Specific Configurations</u> – A discovery phase will take place that will identify site-specific configurations for the Hub. These will be documented in an Operational Scenarios Document (OSD) and signed off by the customer before the configuration phase begins.

3.4.   <u>Customizations</u> – No customizations are included outside of standard functionality already described.

4.   **DELIVERABLES – PROFESSIONAL SERVICES**

4.1.   <u>Documentation</u> - Standard professional services deliverables are documented in the following appendices:

a) "Exhibit E – Section 2 - Unify - Professional Services Deliverables"
b) "Exhibit E – Section 3 - Unify - Implementation"
c) "Exhibit E – Section 4 - Unify - System Testing"

4.2.   <u>Configuration Allowance</u> – The customer is licensed to utilize the following number of configurations:

Configuration	Count
Business rules with associated filters	5
User groups with associated filters	5

5.   **CUSTOMER DELIVERABLES**

5.1.   The Customer agrees to perform the functions in the SID, "Exhibit E – Section 5 – Hub Unify - Customer Deliverables"

5.2.   <u>Server Hosting</u> – This is a subscription-based hosted solution that will be hosted using the Amazon Web Services (AWS) cloud hosting solution. CentralSquare will set up and maintain this hosted solution in a manner that is compliant with CJIS standards.

6.   **PROJECT TIMELINE LIMITATIONS**

In order to maintain the forward progress of the implementation, select project periods are subject to the following limitations. Once the timeline limitation has been met, the deliverables for that period will be

deemed automatically accepted and any associated milestones and invoicing will occur. A complete overview of project phases is found in the SID, "Exhibit E – Section 3 – Hub Unify - Implementation"

Phase	Timeline Limitation
Phase 5: Customer End-to-End / Acceptance Testing	4 weeks, per PSAP
Phase 6: Final Training – Deploy to Production	4 weeks
Phase 7: Reliability Period	4 weeks

7. ACCEPTANCE CRITERIA

CentralSquare and the Customer will use a standardized acceptance test plan for all work completed under this SOW to confirm the system meets the functional requirements of the COTS Hub system. Any defects that are raised will be prioritized as follows:

Priority	Description
P1: Critical Priority	A fatal software application error that prevents the system from starting/re-starting and/or a database integrity error.
P2: High Priority	Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around.
Per industry standards, the system is considered ready for fielding when there are no known P1 or P2 defects.	
P3: Medium Priority	Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity.
P4: Low Priority	This is a nuisance to the end-users, but is not a production-limiting problem.

8. PROJECT RISKS

The customization efforts involved when integrating the Bidirectional Adapters and interfaces with the CAD-to-CAD Hub includes several risks, the outcome of which are not completely certain until implementation and testing is complete. Based upon the differences of each CAD system, an agency may use different methods of sharing incidents and exchanging information through their connection to the Hub. Thus, actual functionality can vary widely by agency, even for those using the same make of CAD system. Accordingly, each agency is treated as a separate custom integration with inherent risks associated with configuration efforts. CentralSquare will discuss risk mitigation efforts with the customer early in the discovery phase.

EXHIBIT D
PRICING SCHEDULES

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Unify Annual Subscription Fee - SaaS	1	27,400.00 USD	27,400.00 USD
		Software / Subscription Total:	27,400.00 USD

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Public Safety Project Management Services - Fixed Fee	7,560.00 USD
Public Safety Training Services - Fixed Fee	2,880.00 USD
Public Safety Technical Services - Fixed Fee	7,560.00 USD
Public Safety Development Services - Fixed Fee	900.00 USD
Public Safety Consulting Services - Fixed Fee	7,200.00 USD

Services include contract start-up fees, project management, technical services, consulting, development, training, and installation.

Services Total: 26,100.00 USD

Quote Total: 53,500.00 USD

Exhibits, continued

EXHIBIT E
Unify Standard Implementation Documentation
Revised August 6, 2020

OVERVIEW

The CentralSquare CAD-to-CAD Hub (or simply the "Hub") provides intelligent options for sharing data between disparate CAD systems including call and unit information. Use of the Hub as a CAD-to-CAD solution reduces the use of phones and radio traffic while reducing response times and increasing information accuracy. The following documentation provides scope, processes, and deliverables necessary to implement a successful unify system. This documentation provides the basis for an accompanying Statement of Work for the Unify product package integration to the Hub.

Unify provides the deepest system integration by interfacing bidirectionally to and from the connecting system. This allows users to send and receive incident and unit data to and from the Hub using their existing CAD or other system. The Unify product package also provides user access to the Hub Portal Incident Viewer and Hub Notifications typically associated with the Aware and Notify product packages.

Exhibit E – Section 1
Unify Standard Scope

The features listed below are available components within CAD-to-CAD Hub's core functionality. Each feature requires effort to train personnel, discover needs, configure, test and deploy the system. This document is accompanied by a Statement of Work which govern the supported features, the number of configurations allowed, and the maximum effort that will be expended by CentralSquare personnel to implement these features. Not all capabilities described herein will be deployed with every Unify Hub integration project. Specific components and features of standard functionality to be included in each project are itemized in the Statement of Work. Features and components not listed in the Statement of Work are not included in the project. Additional customizations must be expressly detailed in the Statement of Work.

1. Business Rules, Filters, and Data Translations

1.1. <u>Business Rules to Exchange Call and Unit Information</u> – The CAD-to-CAD Hub may be configured to share information automatically using business rules based on pre-defined criteria determined by the Customer. Each business rule identifies call or unit criteria which will act as a trigger to a subsequent information sharing action. Business rules are configurable without the need for customized coding or scripting.

a) The following are supported criteria for triggering a business rule:

   i. Call or unit meets the criteria of a defined Filter in the Hub Portal

   ii. Call or unit stops meeting the criteria of a defined Filter in the Hub Portal

   iii. Comment added to a call containing pre-configured text string or keyword

   iv. External resource is requested. The call information will be shared with the CAD system that owns the requested physical resource.

   v. Resource request is granted, denied, or cancelled

   vi. Error (network or notification error) is received from an interface

   vii. Unit is assigned or unassigned from a call

   viii. Call or unit field updated

   ix. Non-incident CAD message is received

b) The following are actions that may be taken by a business rule:

   i. Share a call

   ii. Request a Resource

   iii. Grant/Deny/Cancel a resource request

   iv. Grant/Deny a resource request based on availability

   v. Send an email or SMS alert to a user or user group

   vi. Create an on-screen toast notification

c) The following are some sample scenarios that can be implemented using a business rule:

   i. Dispatcher initiated comment of "##WV" triggers a call share with Wellsville Dispatch

ii. Call share triggers a comment to be added to the shared call containing the originating dispatch center and call number

iii. Resource request triggers an on-screen toast notification for a user group at the dispatch center owning the requested resource

iv. Network error when attempting a call share generates a toast notification at the corresponding dispatch center

Business rules require effort to define needs, configure, test, and refine. Even simple business rules may have unintended interactions with the connecting system or policies of the dispatch center. Testing is required to refine rules as necessary. The time associated will increase with the complexity of the business rule. Refer to the agreement to identify the number of Business Rules and the maximum effort to be expended by CentralSquare personnel to implement those rules.

1.2. <u>Filters</u> – Filters are used to define criteria to be met for information sharing including business rules, restrict viewing for user groups, and other built-in configurations. Determining and configuring filter criteria is the responsibility of the Customer with assistance from CentralSquare.

a) Filters may be created based on:

i. Incoming Common Data Mappings for Supported CAD Incident Fields as defined in this document

ii. Incoming Common Data Mappings for Supported Unit Update Fields as defined in this document

iii. Time and Date parameters

b) The following are sample use cases for which filters may be used to restrict viewing or trigger business rules:

i. Calls originating from a particular dispatch center

ii. Calls mapped to a single or multiple common nature code(s)

iii. Calls of a particular discipline such as Law, Fire, or EMS

iv. Calls shared with other dispatch centers

v. Calls located in a particular geographic area (geofence)

vi. Units dispatched to shared calls

Filters are created through the standard menu-driven functionality of Portal. Complex filtering scenarios may require additional effort involving defining needs, configuring the filter, test, and refinement.

1.3. <u>Code Mappings/Translations</u> – The CAD-to-CAD Hub includes the ability to translate incident and unit field values such as Call Nature between sharing CAD systems by mapping codes through a common code set. The customer is responsible to define the common code set, input local codes and map them to the common codes, and maintain the entire set of codes using the Hub Portal. Code mapping is supported for the following codes:

a) Agency
b) City
c) Dispatch Center

d) Nature
e) Response Area / Zone
f) Station
g) Transport Destination
h) Unit / Resource
i) Unit Status
j) Zone

1.4.   *This document is limited to standard menu-driven code mapping functionality. Complex mappings that require custom scripts is not included as standard functionality. The following are examples of non-standard customizations which will need to be scoped separately:*

a) *Using a combination of factors to determine which code to send on a shared incident. For example, sending a Call Nature of "Structure Fire" for Fire calls and "Fire Assistance" for Law calls when a shared Incident has spawned two or more incidents in a separate CAD system.*

b) *Changing the Call Nature based on which unit is requested.*

1.5.   <u>Custom Scripts</u> – If customization is necessary, this will generally be done through the use of custom scripts. Writing of any custom script is not included as part of standard functionality and will be scoped separately.

2.   Call/Incident Related Data

2.1.   <u>Supported CAD Incident Fields </u>- The following CAD Incident fields are supported for sharing by the CAD-to-CAD Hub. CentralSquare will not support fields that are not provided or accepted by the CAD system.

a) Agency name
b) Call Type (Fire, EMS, Police)
c) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
d) Call Priority (P1, P2, P3, etc.)
e) Street Address
f) Apartment
g) Building
h) Cross Street
i) Location name (Central Park, County Library, etc.)
j) City
k) State
l) Latitude/Longitude (Decimal Format)
m) Radio Channel
n) Zone (Response area name)
o) Caller Name
p) Caller Phone
q) Caller Address
r) Comments

Standard functionality is limited to sharing of text and translated codes. If the CAD system reacts in an undesirable way to updates (such as by spamming the narrative with unnecessary comments) the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.

2.2.   Updates and Synchronization of Shared Incident Data – Updates to the following event fields may be configured to share either as a direct update to the call record or as a pre-formatted comment added to the narrative.

- a) Call Nature
- b) Street Address
- c) Cross Street
- d) Apartment
- e) Building
- f) Radio
- g) Comments

Standard functionality is limited to simple updates of the call data. If the CAD system reacts in an undesirable way to updates (such as by spamming the narrative with unnecessary comments) the data field update causing the problem should be disabled. Services to provide more complex manipulation of data updates will need to be scoped separately.

2.3.   Address Validation – Each CAD system may store address location information differently creating the potential for shared addresses to not validate. It is expected that some addresses may not validate automatically and may require some manual intervention by a dispatcher to correct.

Standard functionality is limited to the exchange of text-based address fields. Services to provide more complex manipulation of address data such as changing "St" to "Street" in order to improve shared address validation will need to be scoped separately.

2.4.   Comment Sharing – Comments refers to any notes, remarks, or narrative entered in your CAD system that are sent to the CAD-to-CAD Hub and potentially shared with other CAD systems. If implemented in the Adapter and supported by the CAD, sharing of comments can convey critical information and be very useful. However, excessive sharing of non-critical comments runs the risk of overloading dispatchers with unnecessary information. It is highly recommended to limit comment sharing using configuration options in the Hub.

- a) One of the following options may be used to determine how comments will be shared.
    - i. Only share comments that contain a key text string, such as "##SHARE"
    - ii. Removing comments that follow a specific pattern. This feature may be used to remove automatic system messages that are not useful to other dispatch centers.
    - iii. Share all comments (not recommended)
    - iv. Disable comment sharing entirely
- b) The Customer is responsible to configure the Hub to limit comment delivery, including determining which text strings will be used to filter comments and adding them to the system.
- c) CAD system may have different sources of incident comments. For example a CAD may provide a static information from "Basic Notes" completely separate from a "Running Comment Log." Usually only comments from the "Running Comment Log" are implemented in the Adapter shared by your CAD. The Customer, working with the Provider are responsible to configure that Adapter to share the appropriate comment data.

Exhibits, continued

d) Similarly, if there are confidential comments that should not be shared by your system, configurations can be set to block those from being viewed by other CAD systems or in the Hub.

Due to inconsistencies in how each CAD system generates additional system comments as well as how each CAD processes comments and messages coming from Hub, it is possible that some duplicate or redundant comments may result. While Hub has been designed to reduce unnecessary comments as much as possible, some edge cases may still result in unwanted comments. Customizations needed to remove duplicate or unwanted comments outside of the standard features mentioned here will need to be scoped separately.

3. Unit/Resource Related Data

3.1. <u>Supported Unit Update Fields</u> – The following unit fields are supported for CAD-to-CAD sharing by the Hub system. CentralSquare will not support fields not provided by the CAD system.

    a) <u>Agency</u>
    b) <u>Unit Number</u>
    c) <u>Assigned Call</u>
    d) <u>Status</u>
    e) <u>Time at Status</u>
    f) <u>Latitude/Longitude (Decimal format)</u>
    g) <u>Transport Destination (code)</u>
    h) <u>Station</u>
    i) <u>Location</u>

3.2. <u>Unit Status Sharing</u> - Real-time unit status updates can be shared between connected CAD systems, including AVL data (if available) by mapping physical to external units in the Hub. (<u>External</u> means placeholder or virtual units defined in a system that represent a physical unit in another system.)

    a) <u>Available/Unavailable Status</u> – When a physical unit is assigned to a non-shared incident in the unit's owning CAD, other systems with an external mapping to that unit receive unit status updates that the unit is unavailable. Once the unit clears the scene or is otherwise available for dispatch, an available status will be sent for that unit to other systems.

    b) <u>True Unit Status for Shared Incidents</u> – When a physical unit is on a shared incident, detailed unit updates (whether the unit is dispatched, enroute, arrived, etc.) will be shared with the other systems sharing incident.

    c) <u>Unit Control</u> – Once a resource request for a unit has been granted, either explicitly or implicitly, control of that unit is shared with the requesting system/agency. If implemented in the adapter and supported by the requesting CAD, the status of that unit can be set by the requester. A system-to-system message containing the updated unit status will be sent to the unit's owning system. If implemented in the adapter and supported by the owning CAD, the true status of the unit is updated.

    d) <u>Limiting AVL Updates</u> - Due to the potential for high volumes of unit status and avl updates, CentralSquare reserves the right to restrict the frequency of such updates in order to maximize overall system performance.

    e) <u>CAD System Dependencies Regarding Unit Statuses</u> – The Hub is dependent on the adapter and the CAD system to provide and consume up-to-date information. Unit status syncing can be

impacted by momentary network outages, system processing delays, or other temporary issues. It is not uncommon for units to occasionally be out of sync between systems for short intervals, but is quickly corrected by a subsequent successful unit status update. If a unit is requested by a system/agency in error due to out-of-sync unit information, denial of the resource request by the owning CAD system will override the out-of-sync status and notify the requester the unit is unavailable. Otherwise, manual dispatcher intervention may be required either through exchange of incident comments or a phone call.

This document is limited to sharing standard translated unit status updates and AVL data. The following are examples of non-standard customizations which will need to be scoped separately:

i.   *Sending different unit status updates based on the unit type being updated such as 'On Scene' for law units and 'On Scene Staging' for fire units.*

ii.   *Sending fabricated progressive unit status updates in order to satisfy the unit status progression requirements of the target CAD system. For example, sending multiple unit status updates such as 'Dispatched', 'Enroute' and 'On Scene' in order to reflect a single status update of 'On Scene' from the sharing CAD. Handling these out-of-scope requirements should be part of the receiving CAD adapter.*

4.   System Administration

4.1.   <u>System Administration</u> - System Administrators have access to the full setup and configuration of the CAD-to-CAD Hub for all connected CAD systems and participating agencies. Changes made by the administrator can potentially affect another agency inadvertently. For this reason, System Administrators should regularly consult and coordinate together before making configuration changes to the Hub.

a)   It is the responsibility of the Customer to determine which individuals will be assigned as System Administrators.

b)   When an administrator change is made, a log entry is created that describes the change made, the date and time, and the user that made the change.

c)   System Administrators have the ability to create new users and assign permissions.

4.2.   <u>User Administration</u> – Users are administered at both the system and agency level. System administrators may create users and assign permissions for all users. Agency User Administrators, which are created by System Administrators, may only do so for the agencies to which they are assigned.

a)   It is the responsibility of the Customer to determine which individuals will be assigned as Agency User Administrators at the agency level.

b)   Some configuration settings may be reset for all users across all agencies. These include:

i.   The amount of time that inactive calls are displayed

ii.   The amount of time that toast notifications are displayed (if used)

iii. Users may change these settings on an individual basis if desired.

c)   User administration tasks such as creating new users and user groups, assigning permissions, resetting passwords, and Hub Portal configuration settings are the responsibility of the Customer.

d) User groups may be configured using Filters so that only certain calls and units are visible. Incident comments may also be configured so that the incident is visible, but comments are not.

4.3. _GIS Sources_ – The Hub Portal supports the display of active calls and units on a GIS map view for situational awareness. The Portal provides GIS layer import tools for the Customer to import their own map files including but not limited to ESRI and other standard shapefiles and image files. The Customer is responsible for providing, loading, and updating the GIS map data for a single, consolidated view for all agencies connected to the Hub.

Beyond basic training and initial assistance in configuring GIS information in Hub, all other GIS related effort is the responsibility of the customer.

4.4. _System Connections_ – Each system Adapter connects to the CAD-to-CAD Hub over a secured connection provided and maintained by the Customer. For bidirectional interfaces an HTTP connection (http://URL:port) is required at each endpoint (Hub side of the network and the Adapter side). All firewall configuration and configuring of ports is the responsibility of the Customer.

5. Data Retention and Backup

5.1. _CAD for Data Retention_ – The CAD-to-CAD Hub provides call and unit information to each respective CAD system as the authoritative method for permanent data retention. The Hub is not designed as a data warehouse for long-term storage and retrieval. A separate interface may be used to send call and unit updates to a customer-provided database for long-term storage.

5.2. _Data Purging_ – Hub Portal administration provides a setting to purge data older than a certain number of days. This feature may be set to retain data indefinitely, but this is not recommended. Data purging occurs automatically without adversely affecting the system in production.

5.3. _System Backups For On-Premise Server Clusters_ – System backups may be conducted manually in two ways using the Application Manager tool accessible from each app server.

a) Backup procedures are provided for both rollback and full system restore scenarios. In the event of a system upgrade and subsequent rollback, a manual backup is conducted first. This backup may be easily restored by a simple process of selecting the backup file and restoring it using the application manager tool.

b) To prepare for a full system restore, CentralSquare will provide files and documentation to install the system on new or existing servers. A manual configuration export should also be conducted periodically to capture the most recent configuration updates. This configuration export is easily imported using the application manager tool. CAD interfaces will need to reconnect with new credentials from the newly restored system. In the case that the customer opts to conduct full database backups, a full database restore may take the place of configuration exports and imports.

6. Hub Portal Features

6.1. _Overview_ - The Hub Portal is a thick client installed on a Windows-based workstation. The Portal is used to display call and unit related data as well as administrative tools for system configuration. The Portal can be used to supplement Unify bidirectional functionality such as by displaying shared incidents on a wall display or in a minimized view at a dispatcher workstation.

6.2.   Call and Unit Display – The Hub Portal displays call and unit information in the dispatch view in real-time. This includes separate list and map views of current calls and units as well as a call details view. The information contained here may be limited based on filters applied to each user group. The Portal includes the following tools for viewing call and unit-related information.

- a) Calls List – Displays currently open calls in a list view
- b) Call Details – Displays detailed information about a call including comments, connected calls, and assigned resources
- c) Units List – Complete list of units and current status
- d) Map View – Calls and units are shown on a map. Geofences and markers may also be created and shared with other user groups

6.3.   Toast Notifications – Pop-up notifications that display in the lower-right corner of your screen and display call and unit information based on pre-configured business rules. These notifications may be used to bring attention to bidirectional call-sharing actions, or to bring bidirectional functionality to centers that may have a publish-only or no interface whatsoever.

6.4.   User Preferences – Allow the user to adjust color schemes, when stagnant calls disappear from view, configure toast notifications, and enable/disable connection status monitoring.

6.5.   Admin Alerts – Historical display of email and text message alerts that have been sent to your user.

6.6.   Diagnostics and Log Views – Tools for troubleshooting and identifying information shared with each interface.

6.7.   Connection Monitoring – The connection between each CAD system and the CAD-to-CAD Hub is continually monitored by the CAD adapter through heartbeat transactions to detect network failures. The Hub also monitors system network connections through heartbeat transactions and network errors. Users are notified of detected disconnects in the following ways:

- a) If the Hub detects a potential disconnect such as lack of a heartbeat or a network error with any CAD system, a warning will display through the Connection Status Monitor in the Hub Portal. A subsequent reconnect will remove this warning.
- b) If a CAD system has not transacted any updates to the Hub for a configurable amount of time, a warning will display through the Connection Status Monitor in the Portal. This may indicate that although the Adapter continues to share heartbeats with the Hub, it has lost the connection with its CAD system. A subsequent transaction will remove this warning.
- c) If the CAD detects a potential disconnect to the Hub it is responsible to notify its users through the CAD user interface.

6.8.   Settings – System and user administrators access and adjust system settings including connections, business rules, filters, and user administration using the Portal.

7.   Information Sharing Redundancy

7.1.   CAD-to-CAD sharing errors may result from various sources including the following:

- a) User error
- b) CAD system error
- c) Network Error

d) Hub error

e) Administrator error

f) Unforeseen circumstances

7.2.   If there is an error in the CAD-to-CAD process, dispatchers must be aware of the problem immediately so that other means may be used to communicate such as phones or radios. The following are suggested methods to provide redundancy and checks to ensure awareness of CAD-to-CAD sharing.

a) Confirmation phone calls

b) Unit status timers in the CAD system

c) Hub email or text message alerts

d) Portal notifications

e) Hub light towers

CentralSquare commits to providing the following services according to the constraints and exceptions identified in the accompanying agreement.

1.   Project Management Services

CentralSquare will provide a project manager that will conduct regular project meetings for the purposes of updates and coordination. These meetings may have various purposes and include different Customer personnel, third-party system providers, and CentralSquare personnel during the course of the project.

2.   Engineering Support

CentralSquare will provide engineering expertise as product experts for the purpose of supporting technical staff of Customer's and external system providers.

3.   CAD-to-CAD Hub Initial Installation and Configuration

CentralSquare will provide support for the initial system configuration. This will include the following:

3.1.   Installing the database and application server software for on-premise implementations or on AWS GovCloud for cloud-hosted solutions.

3.2.   Once network connections have been established between the servers by the customer, CentralSquare will establish system connections between each server.

3.3.   Establish each environment such as Test, Training, and Production as set forth in the accompanying agreement.

3.4.   Configure the connection parameters for each 3rd party system connection. Note it is the Customer's responsibility to ensure network connectivity between servers are established.

3.5.   Load initial data mapping sets for the following codes. Note that mapping and translation of these codes is the responsibility of the customer.

   a) Dispatch Centers
   b) Agency
   c) Nature / Response Type
   d) Unit / Resource
   e) Unit Status

   f) Unit Type

If the project involves joining a new dispatch center to an existing hub, or upgrading a publish-only interface to a bidirectional interface, some or all of these steps may have been already completed. The associated agreement will outline exceptions or additions to these steps.

4.   Training

CentralSquare follows a "Train-the-Trainer" approach to training. This method allows in-depth training to key individuals at each agency who will then provide training to the remainder of the users. CentralSquare Technical Support personnel will be available as a resource to Customer trainers through established Technical Support procedures as defined in the Agreement.

4.1.   CAD-to-CAD Hub Administrator Training - CentralSquare will provide Portal administrator training on how to monitor system health, manage groups and users, and make basic configuration changes. This training will be conducted remotely through a webinar.

4.2.   Unify User Training – CentralSquare will work with Customer trainers to advise them on incorporating CAD-to-CAD concepts into the Customer's training courses for dispatchers and call takers. However, since the methods for interacting with CAD incident and resource sharing are dependent upon the Customer CAD configuration, training for the Unify users is the responsibility of the Customer. It is expected that Subject Matter Experts (SME's) will be sufficiently familiar with their operational procedures and Customer CAD configuration to conduct this training for their respective agency.

4.3.   Hub Portal Training Videos – CentralSquare will provide the customer with access to training videos on essential Portal features.

4.4.   Training Documentation – Agency specific documentation of local sharing use cases and rules is the responsibility of the Customer.

5.   Project Documentation

This SOW provides a foundation for the CAD-to-CAD Hub information and sharing project documentation. Specific configurations will be determined during the discovery phase and may be recorded in the documentation listed below. It is agreed that all shared documentation can be exchanged in an electronic form, such as .PDF, .DOCX, .XLSX, etc.

5.1.   List of CAD Codes - The Customer will provide a list of CAD codes and descriptions that will be mapped to those of other CAD systems through the Hub. Common codes include incident status, nature, unit status, units, agencies, cities, and jurisdictions.

5.2.   Code Mapping Document – Under the guidance of CentralSquare, Customer will provide a list of mappings of the CAD Codes provided above to a common code set provided by CentralSquare. The common code set in the Hub facilitates mapping and translation to other agencies' codes, which is the responsibility of the Customer.

5.3.   Test Scenarios – CentralSquare will provide a standardized list of tests for acceptance. Other tests can be suggested by the customer providing that they are within the scope of the accompanying agreement. These test scenarios form the basis of training documentation.

5.4.   Configuration Documentation - Documentation may be added directly into the configuration screens of the Hub and is easily exported as text. This will serve as the primary form of technical documentation.

5.5.   Product Manuals – User and System Administration Guides will be provided electronically.

The CAD-to-CAD Hub implementation includes tasks to be completed by multiple stakeholders including CentralSquare, Customer personnel, and a 3rd party system Provider. The tasks below are an overview and will be refined in a detailed project plan with the Customer upon project kick-off. The payments for execution of the associated agreement, as well as Software License Certificate delivery and completion of other project milestones are detailed in the associated Payment Schedule.

1. Phase 1: Project Initiation

1.1.   Milestone P1: Project Kickoff: A video conference-call meeting is held during which the project overview and deliverables are presented, and the project schedule is finalized. The project Kickoff will commence once necessary agreements between other parties have been completed and necessary work has been scheduled as described in the associated agreement.

2. Phase 2: System Setup

2.1.   Phase 2a: CAD Provider Adapter Implementation and Configuration – This Phase includes the installation and configuration of the CAD Provider adapter by the Provider or by CentralSquare as defined in the associated agreement.

2.2.   Phase 2b: Software Installation – Basic server configuration is added for each interface on the CentralSquare server hosted at the host location. Sample data may be used to demonstrate the ability to view data using the Hub Portal client. This phase may be executed simultaneously with other Phase 2 tasks.

2.3.   Milestone P2: Software Installation: Software Installation Complete marks the completion of the of the system setup phase. Messages are successfully being exchanged in a bidirectional fashion between Provider CAD system and the Hub. The Portal client software is delivered to the customer and connection to server is demonstrated.

3. Phase 3: Discovery and Configuration

3.1.   This involves gathering of business requirements, CAD codes, system configuration including code mappings on the CAD-to-CAD Hub. The Customer's Project Manager and Subject Matter Experts play a critical role during this phase. The results of this phase will be compiled into configuration documents.

3.2.   Milestone P3: This phase is complete upon completion of the customer questionnaire documentation and a joint review between the Customer and CentralSquare.

4. Phase 4: Provider End-to-End Testing

4.1.   This phase may begin upon completion of all Phase 2 System Setup events and includes an isolated test of the CAD Provider adapter using CentralSquare's CAD simulator. This will be followed by end-to-end testing between the Provider CAD and other CAD systems. If a dependent CAD system is not ready for end-to-end testing, this phase may be proceed using a CAD simulator provided by CentralSquare.

4.2.   Milestone P4: Provider End-to-End Testing: Meeting all of the Adapter and CAD Provider testing requirements marks the completion of this phase.

5.   Phase 5: Customer End-to-End Testing/Acceptance Testing

5.1.   This phase begins upon completion of the Provider End-to-End Testing phase. This phase is completed with Customer approval of all successful standard tests.

5.2.   It is during this phase that the Customer gains close familiarity with the CAD-to-CAD Hub and related functionalities. Expanded Standard Operating Procedures (SOP'S) are more fully defined and tested by the Customer during this time. This is a Customer driven phase with assistance from CentralSquare. Changes required for customer SOPs are out of scope unless explicitly agreed.

5.3.   Milestone P5: Acceptance: Acceptance Testing Complete marks the completion of this phase. Acceptance testing of usable system is completed prior to deployment.

6.   Phase 6: Final Training-Deploy to Production

6.1.   Upon completion of Acceptance Testing, preparations for deployment may begin. A migration plan will be defined and executed. The Customer will train its own dispatchers from expanded SOPs defined during Phase 4. After the Customer-led training is complete, the system is deployed. The CAD-to-CAD Hub has the ability to deploy functionality on a case-by-case basis. Your migration plan may, for example, first deploy bidirectional unit status updates followed later by automated call sharing.

6.2.   Milestone P6: Go-Live: Successful migration of any portion of the bidirectional system to production.

7.   Phase 7: Reliability Period

7.1.   Once any portion of the system is deployed in a bidirectional state, a Reliability burn-in period begins, the duration of which is specified in the associated agreement. If critical P1 or P2 defects are discovered in the CAD-to-CAD system, the Reliability period is paused. Once CentralSquare notifies the customer of a resolution, the Reliability period proceeds from the point it left off. After the successful completion of the Reliability period, ongoing support will be provided by CentralSquare Technical Services.

7.2.   Milestone P7: Reliability Period Complete: Completion of the burn-in period and transitioning project to CentralSquare Technical Services for support, officially ends the project and this SOW.

Hub Unify is the full bidirectional implementation of the CAD-to-CAD Hub. System testing will be conducted throughout the project in three distinct phases and a warranty period. These are described below:

1.   Isolated CAD Adapter Testing

This testing will be conducted simultaneously with other implementation tasks and will largely involve CentralSquare engineers and the Provider implementing its Adapter. This testing will use a CAD-to-CAD Hub Test Environment, and test instances of the CAD system and Adapter. CentralSquare will use a CAD Simulator to test all aspects of the connection between the Hub and the Provider's Adapter and CAD system. Testing support from the Provider and assistance from the Customer are required. A login to Test CAD systems with its Adapter connected to the Hub is required by CentralSquare to complete this testing.

2.   Provider End-to-End Testing

This testing will be conducted once the Isolated CAD Adapter Testing is complete for each CAD system that is required to meet the standard incident and resource sharing requirements. It will involve CentralSquare engineers and the CAD providers. The Customer will be involved minimally where necessary. A login to Test CAD systems with each CAD Adapter connected to the CAD-to-CAD Hub is required by CentralSquare to complete this testing. The testing period will be paused for resolution of P1 & P2 defects as defined in the associated agreement. Defects found in the Adapter for each CAD system may also pause the testing period. CentralSquare and Customer will expedite where possible the resolution of any Provider defects.

3.   Customer End-to-End Acceptance Testing

Once the Provider End-to-End Testing is complete and the Test system, including all Adapters are operational, and CentralSquare has recommended the system as being ready for release to the Customer, acceptance testing will be conducted by participating customer agencies under CentralSquare supervision. These tests will follow standard test scenarios provided by CentralSquare unless explicitly agreed otherwise. Once the requirements have been demonstrated without any P1 or P2 defects, Customer will agree to accept the system, or if there are no outstanding P1 or P2 defects, CentralSquare may declare the system complete within 15 calendar days of the demonstration.

4.   Move System to Production – Start Reliability Period

This phase begins at the conclusion of the Customer End-to-End Acceptance Testing. CentralSquare and the Provider will prepare a migration plan to move all components of the system into production. Customer must approve that plan before migration begins, which approval will not be unreasonably delayed. Customer will provide timely assistance in implementing of the plan, including IT support and training of Customer personnel on the Portal, new CAD interactions, and modifications to standard operating procedures.

In order to expedite the project implementation timeline and maximize the benefit of the product, the Customer agrees to the following. This document will be accompanied by an agreement which will govern the supported features and any additions or exceptions to this document.

1.   Project Manager (PM)

Customer will ensure that a representative is designated as its Project Manager. The Customer's PM's primary responsibilities will be to ensure that individuals and tasks identified in this document are carried out in order to complete the implementation in a timely fashion. The Project Manager should become the interim CAD-to-CAD Hub Administrator following completion of the project.

2.   External System Adapters

The Customer and participating agencies are expected to contract directly with their CAD system provider for all licensing, professional services and ongoing maintenance related to the respective Adapter to their CAD system. The licensing and implementation costs of this Adapter are not included in the associated agreement and are to be borne separately by the Customer. It is the responsibility of the Customer to finalize all contract arrangements with the external system providers before CentralSquare begins work on the associated agreement.

3.   Regional Governance

Customer will designate an administrative sponsor (and/or agency representatives) to address policy decisions with partners related to this project as well as to support ongoing sustainability of the delivered system. Governance representatives from each agency form the region's governance body. This governance body must be identified early in the project in order to mitigate the risk of project delays due to policy decisions that may need to be addressed.

4.   Testing Coordination

It is difficult to predict the time needed to accomplish sufficient testing because of a number of unknown factors (for example: readiness of technology partners, well defined customer goals, consistent participation of testers). Since Customer has a uniquely positioned relationship with all participating technology providers, it is the Customer Project Manager's responsibility to coordinate all testing sessions for this project. CentralSquare will provide guidance and direction for the needed testing sessions during the appropriate phases of the project.

5.   Subject Matter Experts (SME)

Customer will ensure that personnel are assigned to serve as the Subject Matter Experts (SME) for all agencies that will provide input and feedback throughout this project. Ideally, this will be a CAD Administrator and one or more Dispatchers with a detailed understanding of the daily operations of the dispatch center. Members of this group should remain consistent throughout the project. The SMEs will be required to attend scheduled meetings and work sessions with CentralSquare and the PM. Responsibilities include but are not limited to:

5.1.   Documenting common incident-sharing scenarios and business processes
5.2.   Providing lists of units, codes, and descriptions
5.3.   Mapping units and codes to the common code set in the CAD-to-CAD Hub
5.4.   Assistance in the development of the collaborative documentation
5.5.   Assistance during testing and troubleshooting

6.   Network Connections

Customer is responsible for establishing a secure connection between the CAD-to-CAD Hub and the connected CAD systems including:

    6.1.   Establishing a high speed (10Mbps) network connection

    6.2.   Establishing network security

    6.3.   Configuring firewalls and ports

    6.4.   Enabling authorized CentralSquare representatives to remotely access all project related systems including test CAD consoles

7.   Memorandum of Understanding

Customer is responsible for obtaining any agreements necessary for the sharing of CAD data from, and with, all participating CAD systems as required by each agency's policy.

8.   Agency Specific Training

CentralSquare will provide training related to the Hub Portal console and administrator user training. All training related directly to dispatch operations will be conducted by the Customer.

9.   Test Environment

Customer is responsible to provide a test CAD environment including the installation of CAD interface and API that adequately mirrors Customer's production CAD environment, with associated test data that is capable of interfacing with CAD-to-CAD Hub. The test environment will connect to the same Hub server as the production environment, located at the Customer host facility.

Failure to provide a complete test environment, as described herein, will introduce overhead, will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through the Change Order process.

10.   Remotely Accessible Test CAD Console

Customer is responsible for providing CentralSquare personnel with remote access to a CAD console, and sufficient training, that can be used for testing with Hub for each CAD system. The console will be accessible to CentralSquare personnel during normal business hours and with login credentials that are capable of adding and modifying incidents in order to conduct end-to-end system testing. The test CAD console should be configured to match the production system.

The test CAD console allows CentralSquare personnel to rapidly implement and test functionality as needed while limiting the involvement of agency personnel until acceptance testing. Lack of a remotely accessible test CAD console will require a dedicated Customer tester to be available on short notice to conduct testing session. Failure to meet this requirement will result in additional incurred costs to be billed at the hourly rate stated in the associated agreement.

11.   VPN Access For Testing and Maintenance

Customer will provide CentralSquare engineers with Remote Desktop Protocol (RDP) access via VPN over a 1.54Mbps (T1) or better connection, or other equivalent remote access in order to support rapid development and debugging during the testing period. VPN access should be generally available throughout the project and not require setup for specific work sessions. The VPN services are to be provided by the Customer.

Delays incurred due to lack of acceptable remote access will delay the completion of the project. Failure to provide acceptable remote access to the test CAD Console will require a suspension of the project and a reengagement fee once access is obtained.

12.   Timelines and Shared Responsibilities

The Unify project plan distributes responsibilities between multiple parties. Following the plan will deliver a highly functional solution. The agreed upon fees in the associated Pricing Schedule is dependent upon close and timely coordination and cooperation of all parties. Delays in Customer and/or third parties assigned duties not only impact this Project but other CentralSquare projects also. Delays caused by the Customer and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. In the event the Customer or Provider has not fulfilled their responsibilities as outlined in the Customer Deliverables, CentralSquare may exercise its right to suspend this project in accordance with the "Customer Obligations" terms set forth in the Professional Services Agreement.

The CentralSquare project manager will track the time expended of CentralSquare resources on implementing this agreement. Time in excess of this budget will be reviewed by CentralSquare and Customer. Customer agrees to pay additional professional services fees as provided for in the agreement for overages determined to be the result of additional effort outside the scope of this agreement.

13.   COTS System

Hub is a configurable Commercial-Off-The-Shelf (COTS) product. The Customer has evaluated the functionality and capabilities of the Hub system. Configuration changes and effort spent analyzing defects in the operation of the Hub environment will be performed as tasks under this SOW. Any customizations or enhancements to existing functionality may be requested through a change order process.

14.   On-Prem Hosting (If Applicable)

Hub Server Cluster Hosting (if On Premise) – The Customer will provide all required server hardware and host the on-premise Hub server cluster. The server cluster is designed to provide scalability and redundancy to the Hub solution. Typical server clusters contain one load balancer, two app servers, and three database servers. Discovery for server resources may change the requirements for this project. All components may be virtualized.

Exhibit E – Section 6

Unify – External System Dependencies

The ability of Hub Unify to perform its functional requirements depends on the external systems' ability to do the following:

1. Bidirectional Adapters

Unify relies on bidirectional Adapters to external CAD systems which should support the following capabilities:

1.1.   Continuously provide and receive updated CAD incident and unit status data to and from the CAD-to-CAD Hub
   a) Share/receive new incidents
   b) Update data fields on current incidents
   c) Update dispatcher comments
   d) Assign units/resources to current Incidents
   e) Provide unit status updates including AVL data
   f) Present information to the CAD operator in an appropriate way

1.2.   Continuously provide and receive updated unit information to and from the Hub
   a) Unit assignment to incidents
   b) Unit status updates
   c) Send and receive unit requests

1.3.   Connection notices - Provide connection and failure notices to the dispatcher when a prolonged disconnect or outage is detected.

1.4.   Synchronize (refresh) active CAD data upon connecting including current CAD incident data and unit status data.

2. Other Considerations:

2.1.   Functionality - Data, functionality, and operational incongruences between the connected CAD systems may limit the level of interoperability achievable. Although the CAD-to-CAD Hub may support certain capabilities, CentralSquare cannot provide functionality that the external system does not support. In cases where there is a gap between needs and what the CAD system is able to provide, converting data to comments or other methods may be used but certain limitations will naturally be beyond the CAD-to-CAD Hub's ability to work around.

3. External system Adapter requirements

3.1.   The dependencies listed in this section are an overview and are for general awareness. The CAD-to-CAD Hub SDK provides a more complete set of detailed requirements for the external system's Adapter. The Customer should require the provider to comply with all requirements of the SDK.