<u>**CentralSquare Solutions Agreement**</u>

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

WHEREAS, Customer entered into a prior agreements for IMC Software products with IMC, a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the IMC Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all IMC Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the IMC Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the IMC Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

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

CentralSquare Technologies, LLC	**Gahanna Police Department**
1000 Business Center Drive Lake Mary, FL 32746	460 Rocky Fork Blvd, Gahanna, OH , 43230
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: PSJ Pro

Term.

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

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

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

Fees.

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

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

Standard Terms and Conditions

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

   1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

   1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

   1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

   1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

   1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

   1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

   1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

   1.8. "**Delivery**" means:

      1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.

      1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

   1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

   1.10. "**End User Training**" means the process of educating general users of the Software on the operation of the Software.

   1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

   1.12. "**Hardware**" means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

   1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

   1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

   1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support) or Exhibit 8 (Managed Services Provisions).

   1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

   1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR

2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.

1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed thirty (30) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.

1.21. "**Software**" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.23. "**Solutions**" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

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

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

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be

passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.5. <u>Managed Services Hardware</u>. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

2.6. <u>Reservation of Rights</u>. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

5.1. <u>Customer Systems and Cooperation</u>. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. <u>Effect of Customer Failure or Delay</u>. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3. <u>Corrective Action and Notice</u>. If Customer becomes aware of any actual or threatened activity prohibited by Section **Error! Reference source not found.**, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and

permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. <u>Maintaining Current Versions of CentralSquare Solutions.</u> In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. **Professional Services**.

6.1. <u>Compliance with Customer Policies</u>. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. <u>Contributed Material</u>. Throughout the course of this Agreement, CentralSquare may be provided or exposed to drawings, results, specifications, conclusions, or other writings containing Customer information or suggestions. While the writings themselves, and Customer information will remain the exclusive property of Customer, CentralSquare may incorporate or use the intangible information learned or gains from this information without the need for any licensing, royalties, or other compensation. This includes, but is not limited to, any knowledge, techniques, methodologies, or processes that CentralSquare may develop or improve upon as a result of the exposure to the Customer information. CentralSquare shall have the right to use such intangible information in the development of products or services, provided that such use does not infringe upon Customer's intellectual property rights or violate any confidentiality obligations.

7. **Confidentiality**.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

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

8. **Security.**

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

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

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

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

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. **Representations and Warranties**.

10.1. <u>Intellectual Property Warranty</u>. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. <u>Intellectual Property Remedy</u>.   In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. <u>Software Warranty</u>. CentralSquare warrants to Customer that: (i) for a period of one year from Go Live (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

10.4. <u>Software Remedy</u>. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. <u>Services Warranty</u>**.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. **Disclaimer of Warranty.   EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

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

If to CentralSquare :	**CentralSquare Technologies, LLC** **1000 Business Center Dr.** **Lake Mary, FL 32746** **Phone: 407-304-3235** **Attention: Legal/Contracts**
If to Customer:	**Gahanna Police Department** **460 Rocky Fork Blvd** **Gahanna, OH 43230** **Phone: 614-342-4205**

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

13. <u>**Indemnification**</u>.

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

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

14. <u>**Termination.**</u>

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

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

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance.

CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

    15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

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

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

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

    17.2. <u>Escalation to Mediation</u>. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

    17.3. <u>Confidential Mediation</u>. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

    17.4. <u>Litigation</u>. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction within the State of Ohio.

18. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

    18.1 LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE: CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.

19. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

20. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

21. **Subcontractors**. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees. Customer shall have the right to review and approve all subcontractors prior to the commencement of any subcontracted work. Such review and approval shall not be unreasonably withheld by the Customer. Any subcontractor's CJIS clearance expense shall be borne by the subcontractor's themselves or CentralSquare.

22. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

23. **Amendment**. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

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

25. **Counterparts**. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

26. **Material Adverse Change**. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

27. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

28. **Order of Precedence**.

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

       28.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

    28.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

    28.3. Incorporated Exhibits to this Agreement:

       Exhibit 1: Solution(s) and Services Fee Schedule

       Exhibit 2: Maintenance & Support

       Exhibit 3: CentralSquare Access Management Policy

       Exhibit 4: Certificate of Insurance (Evidence of Coverage)

       Exhibit 5: Statement of Work

       Exhibit 6: Using/Accessing Agency Guidelines

       Exhibit 7: Service Level Commitments

       Exhibit 8: Managed Services Provisions

       Exhibit 9: CentralSquare's BAFO (Incorporated by reference and excluding any information related to CAD-CAD)

       Exhibit 10: CentralSquare's Proposal Response (Incorporated by reference and excluding any information related to CAD-CAD)

EXHIBIT 1
Solution(s) and Services Fee Schedule

SOFTWARE

BEXLEY POLICE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	667.44	- 233.60	433.84
2.	CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	600.00	- 210.00	390.00
3.	CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	600.00	- 210.00	390.00
4.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	662.63	- 231.92	430.71
5.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
6.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,987.87	- 695.75	1,292.12
7.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
8.	CAD RapidSOS LEI Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	360.00	- 126.00	234.00
9.	*Community Data Platform Annual Subscription Fee	1	0.00		0.00
10.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	10	120.00		1,200.00

#	Description	Qty	Unit Price	Discount	Total
11.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,590.30	- 556.60	1,033.70
12.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	123.70	- 43.29	80.41
13.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,236.90	- 432.91	803.99
14.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	940.48	- 329.17	611.31
15.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	282.14		282.14
16.	Mobile PS Pro Accident Reporting Annual Subscription Fee	13	88.36	- 402.09	746.59
17.	Mobile PS Pro AVL Annual Subscription Fee	13	70.68	- 321.62	597.22
18.	Mobile PS Pro CAD Annual Subscription Fee	13	159.04	- 723.58	1,343.94
19.	Mobile PS Pro eCitations Annual Subscription Fee	13	123.70	- 562.77	1,045.33
20.	Mobile PS Pro Mapping Annual Subscription Fee	13	256.84		3,338.92
21.	Mobile PS Pro NCIC Annual Subscription Fee	13	0.00		0.00
22.	Mobile PS Pro Records Annual Subscription Fee	13	335.74	- 1,527.63	2,836.99
23.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	799.38	- 279.78	519.60
24.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
25.	Public Safety Citizen Reporting Annual Subscription Fee	1	2,500.00		2,500.00
26.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,908.36	- 667.93	1,240.43
27.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	5,725.08	- 2,003.78	3,721.30

Bexley Police Software Subtotal 34,630.96 USD
Bexley Police Software Discount - 9,558.42 USD

| | | | | Bexley Police Software Total | 25,072.54 USD |

GAHANNA POLICE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
28.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,124.76	- 393.67	731.09
29.	CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	2,400.00	- 840.00	1,560.00
30.	CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	2,400.00	- 840.00	1,560.00
31.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	2,650.52	- 927.68	1,722.84
32.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
33.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	7,951.48	- 2,783.02	5,168.46
34.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
35.	CAD RapidSOS LEI Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	1,440.00	- 504.00	936.00
36.	*Community Data Platform Annual Subscription Fee	1	0.00		0.00
37.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	10	120.00		1,200.00
38.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,180.60	- 1,113.21	2,067.39
39.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	123.70	- 43.29	80.41
40.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,767.00	- 618.45	1,148.55
41.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,761.92	- 1,316.67	2,445.25

#	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
42.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	282.14		282.14
43.	Mobile PS Pro Accident Reporting Annual Subscription Fee	23	88.36	- 711.39	1,320.89
44.	Mobile PS Pro AVL Annual Subscription Fee	23	70.68	- 569.02	1,056.62
45.	Mobile PS Pro CAD Annual Subscription Fee	23	159.04	- 1,280.18	2,377.74
46.	Mobile PS Pro eCitations Annual Subscription Fee	23	123.70	- 995.67	1,849.43
47.	Mobile PS Pro Mapping Annual Subscription Fee	23	256.84		5,907.32
48.	Mobile PS Pro NCIC Annual Subscription Fee	23	0.00		0.00
49.	Mobile PS Pro Records Annual Subscription Fee	23	335.74	- 2,702.73	5,019.29
50.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	838.60	- 293.51	545.09
51.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
52.	Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00		5,000.00
53.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	3,215.94	- 1,125.58	2,090.36
54.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	9,647.82	- 3,376.74	6,271.08

Gahanna Police Software Subtotal	70,774.76 USD
Gahanna Police Software Discount	- 20,434.81 USD
Gahanna Police Software Total	50,339.95 USD

GRANDVIEW HEIGHTS POLICE

#	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
55.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	370.80	- 129.78	241.02
56.	CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	1,200.00	- 420.00	780.00
57.	CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	1,200.00	- 420.00	780.00

58.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,325.26	- 463.84	861.42
59.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
60.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	3,975.74	- 1,391.51	2,584.23
61.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
62.	CAD RapidSOS LEI Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	720.00	- 252.00	468.00
63.	*Community Data Platform Annual Subscription Fee	1	0.00		0.00
64.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	10	120.00		1,200.00
65.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	2,120.40	- 742.14	1,378.26
66.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	123.70	- 43.29	80.41
67.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,413.60	- 494.76	918.84
68.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,880.96	- 658.34	1,222.62
69.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	282.14		282.14
70.	Mobile PS Pro Accident Reporting Annual Subscription Fee	8	88.36	- 247.44	459.44
71.	Mobile PS Pro AVL Annual Subscription Fee	8	70.68	- 197.92	367.52
72.	Mobile PS Pro CAD Annual Subscription Fee	8	159.04	- 445.28	827.04
73.	Mobile PS Pro eCitations Annual Subscription Fee	8	123.70	- 346.32	643.28
74.	Mobile PS Pro Mapping Annual Subscription Fee	8	256.84		2,054.72

75.	Mobile PS Pro NCIC Annual Subscription Fee	8	0.00		0.00
76.	Mobile PS Pro Records Annual Subscription Fee	8	335.74	- 940.08	1,745.84
77.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	773.94	- 270.88	503.06
78.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
79.	Public Safety Citizen Reporting Annual Subscription Fee	1	2,500.00		2,500.00
80.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,060.20	- 371.07	689.13
81.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	3,180.60	- 1,113.21	2,067.39
82.	Records PS Pro WatchGuard Integration Subscription Annual Subscription Fee	1	3,600.00		3,600.00

Grandview Heights Police Software Subtotal	35,202.22 USD
Grandview Heights Police Software Discount	- 8,947.86 USD
Grandview Heights Police Software Total	26,254.36 USD

INTERFACES

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
83.	CAD PS Pro APCO IntelliComm Interface (Import and Export) Annual Subscription Fee	1	6,714.60	- 2,350.11	4,364.49
84.	CAD PS Pro EvenTide Voice Recorder Interface (Import and Export) Annual Subscription Fee	1	3,357.30	- 1,175.05	2,182.25
85.	CAD PS Pro Standard Export Interface Annual Subscription Fee for Law RMS Feed	1	3,181.42	- 1,113.50	2,067.92
86.	CAD PS Pro Standard Export Interface Annual Subscription Fee for SWIFT	1	3,181.42	- 1,113.50	2,067.92
87.	CAD PS Pro Standard Export Interface Annual Subscription Fee for ERS RMS	1	3,181.42	- 1,113.50	2,067.92
88.	CAD PS Pro Utility DEMS Interface (Export) Annual Subscription Fee	1	5,302.36	- 1,855.83	3,446.53
89.	Mapping PS Pro Pictometry Cloud Interface (Export) Annual Subscription Fee	1	3,180.60		3,180.60
90.	Records PS Pro Accurint Interface (Export) Annual Subscription Fee	1	1,590.30	- 556.60	1,033.70

			UNIT PRICE	DISCOUNT	TOTAL
91.	Records PS Pro CARFAX Crash Interface (Export) Annual Subscription Fee	1	4,241.88	- 212.09	4,029.79
92.	Records PS Pro CopLogic Interface (Import) Annual Subscription Fee	1	4,241.88	- 1,484.66	2,757.22
93.	Records PS Pro LiveScan/AFIS Interface (Export) Annual Subscription Fee	1	4,241.88		4,241.88
94.	Records PS Pro Matrix Prosecutor Interface (Export) Annual Subscription Fee	1	4,241.88	- 1,484.66	2,757.22
95.	Records PS Pro OH DPS Crash Interface (Export) Annual Subscription Fee	1	3,181.42	- 1,113.50	2,067.92
96.	Records PS Pro OH DPS eCitations Interface (Export) Annual Subscription Fee	1	3,181.42	- 1,113.50	2,067.92
97.	Records PS Pro OH eWarrants Interface (Two-way) Annual Subscription Fee	1	6,362.82	- 2,226.99	4,135.83

Interfaces Software Subtotal	59,382.60 USD
Interfaces Software Discount	- 16,913.49 USD
Interfaces Software Total	42,469.11 USD

REYNOLDSBURG POLICE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
98.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,371.96	- 480.19	891.77
99.	CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	1,200.00	- 420.00	780.00
100.	CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	1,200.00	- 420.00	780.00
101.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,325.26	- 463.84	861.42
102.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
103.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	3,975.74	- 1,391.51	2,584.23
104.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
105.	CAD RapidSOS LEI Integration Subscription Core (Agency Site	1	720.00	- 252.00	468.00

	License) Annual Subscription Fee				
106.	*Community Data Platform Annual Subscription Fee	1	0.00		0.00
107.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	10	120.00		1,200.00
108.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	2,120.40	- 742.14	1,378.26
109.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	123.70	- 43.29	80.41
110.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,413.60	- 494.76	918.84
111.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,880.96	- 658.34	1,222.62
112.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	282.14		282.14
113.	Mobile PS Pro Accident Reporting Annual Subscription Fee	36	88.36	- 1,113.48	2,067.48
114.	Mobile PS Pro AVL Annual Subscription Fee	36	70.68	- 890.64	1,653.84
115.	Mobile PS Pro CAD Annual Subscription Fee	36	159.04	- 2,003.76	3,721.68
116.	Mobile PS Pro eCitations Annual Subscription Fee	36	123.70	- 1,558.44	2,894.76
117.	Mobile PS Pro Mapping Annual Subscription Fee	36	256.84		9,246.24
118.	Mobile PS Pro NCIC Annual Subscription Fee	36	0.00		0.00
119.	Mobile PS Pro Records Annual Subscription Fee	36	335.74	- 4,230.36	7,856.28
120.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	859.80	- 300.93	558.87
121.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
122.	Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00		5,000.00
123.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	3,922.74	- 1,372.96	2,549.78

124.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	11,768.22	- 4,118.88	7,649.34

Reynoldsburg Police Software Subtotal	75,601.48 USD
Reynoldsburg Police Software Discount	- 20,955.52 USD
Reynoldsburg Police Software Total	54,645.96 USD

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
125.	PS Pro Esri Analyst License Annual Subscription Fee	1	2,145.76	2,145.76
126.	PS Pro Esri Server License Annual Subscription Fee	1	2,145.60	2,145.60
127.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
128.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
129.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
130.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00

Servers Software Total	4,291.36 USD

SHARED CAD/MAPPING/ADMIN

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
131.	Administration PS Pro Core Annual Subscription Fee	1	1,413.60	- 494.76	918.84
132.	CAD CLQ Location & Image Retrieval Subscription Core Annual Subscription Fee	1	3,600.00	- 1,260.00	2,340.00
133.	CAD Priority SMS Paging Subscription Core Annual Subscription Fee	1	2,400.00	- 840.00	1,560.00
134.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00		0.00
135.	CAD PS Pro Core Annual Subscription Fee	1	5,302.36	- 1,855.83	3,446.53
136.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00		0.00
137.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00		0.00
138.	CAD RapidSOS Integration Subscription Core Annual Subscription Fee	1	900.00	- 315.00	585.00
139.	Mapping PS Pro Core Annual Subscription Fee	1	3,761.88	- 1,316.66	2,445.22

				SHARED CAD/MAPPING/ADMIN Software Subtotal	17,377.84 USD
				SHARED CAD/MAPPING/ADMIN Software Discount	- 6,082.25 USD
				SHARED CAD/MAPPING/ADMIN Software Total	11,295.59 USD

SHARED MOBILE/PERSONNEL/RECORDS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
140.	Mobile PS Pro Core Annual Subscription Fee	1	1,767.00	- 618.45	1,148.55
141.	Personnel PS Pro Core Annual Subscription Fee	1	0.00		0.00
142.	PS Pro Reporting Core Annual Subscription Fee	1	0.00		0.00
143.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00		0.00
144.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00		0.00
145.	Records PS Pro Accident Reporting Annual Subscription Fee	1	1,767.60	- 618.66	1,148.94
146.	Records PS Pro Accident Reporting State-Specific Form Annual Subscription Fee	1	1,767.60	- 618.66	1,148.94
147.	Records PS Pro Core Annual Subscription Fee	1	2,650.80	- 927.78	1,723.02
148.	Records PS Pro eCitations Annual Subscription Fee	1	1,767.60	- 618.66	1,148.94
149.	Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	1,767.60	- 618.66	1,148.94
150.	Records PS Pro OH Crime Reporting (OIBRS) Interface Annual Subscription Fee	1	0.00		0.00

				Shared Mobile/Personnel/Records Software Subtotal	11,488.20 USD
				Shared Mobile/Personnel/Records Software Discount	- 4,020.87 USD
				Shared Mobile/Personnel/Records Software Total	7,467.33 USD

SHARED NCIC

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
151.	PS Pro Additional Agency OH LEADS/NCIC Interface Annual Subscription Fee	1	931.02	931.02
152.	PS Pro Additional Agency OH LEADS/NCIC Interface Annual Subscription Fee	1	931.02	931.02
153.	PS Pro Additional Agency OH LEADS/NCIC Interface Annual Subscription Fee	1	931.02	931.02

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
154.	PS Pro Additional Agency OH LEADS/NCIC Interface Annual Subscription Fee	1	931.02		931.02
155.	PS Pro LEADS/NCIC Interface (OH CCW & COP Queries) Annual Subscription Fee	1	1,396.52		1,396.52
156.	PS Pro OH LEADS/NCIC Interface (Additional States Data Mining) Annual Subscription Fee	1	6,982.59		6,982.59
157.	PS Pro OH LEADS/NCIC Interface (Basic Queries) Annual Subscription Fee	1	6,400.76		6,400.76
158.	PS Pro OH LEADS/NCIC Interface (Criminal History) Annual Subscription Fee	1	581.88		581.88
159.	PS Pro OH LEADS/NCIC Interface (Warrants) Annual Subscription Fee	1	4,655.10		4,655.10

Shared NCIC Software Total 23,740.93 USD

WHITEHALL POLICE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
160.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,075.32	- 376.36	698.96
161.	CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	2,400.00	- 840.00	1,560.00
162.	CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	2,400.00	- 840.00	1,560.00
163.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	2,650.52	- 927.68	1,722.84
164.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
165.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	7,951.48	- 2,783.02	5,168.46
166.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
167.	CAD RapidSOS LEI Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	1,440.00	- 504.00	936.00
168.	*Community Data Platform Annual Subscription Fee	1	0.00		0.00

169.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	10	120.00		1,200.00
170.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,180.60	- 1,113.21	2,067.39
171.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	123.70	- 43.29	80.41
172.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,767.00	- 618.45	1,148.55
173.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,761.92	- 1,316.67	2,445.25
174.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	282.14		282.14
175.	Mobile PS Pro Accident Reporting Annual Subscription Fee	25	88.36	- 773.25	1,435.75
176.	Mobile PS Pro AVL Annual Subscription Fee	25	70.68	- 618.50	1,148.50
177.	Mobile PS Pro CAD Annual Subscription Fee	25	159.04	- 1,391.50	2,584.50
178.	Mobile PS Pro eCitations Annual Subscription Fee	25	123.70	- 1,082.25	2,010.25
179.	Mobile PS Pro Mapping Annual Subscription Fee	25	256.84		6,421.00
180.	Mobile PS Pro NCIC Annual Subscription Fee	25	0.00		0.00
181.	Mobile PS Pro Records Annual Subscription Fee	25	335.74	- 2,937.75	5,455.75
182.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	834.36	- 292.03	542.33
183.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
184.	Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00		5,000.00
185.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	3,074.58	- 1,076.10	1,998.48
186.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	9,223.74	- 3,228.31	5,995.43

Whitehall Police Software Subtotal	72,224.36 USD
Whitehall Police Software Discount	- 20,762.37 USD
Whitehall Police Software Total	51,461.99 USD

SOFTWARE SUMMARY

Software Subtotal	404,714.71 USD
Software Discount	- 107,675.59 USD
Software Total	**297,039.12 USD**

SERVICES

GRANDVIEW HEIGHTS POLICE

	DESCRIPTION	TOTAL
1.	White Box Implementation Services - Fixed Fee - ART Server	33,488.00

Grandview Heights Police Services Total	33,488.00 USD

SERVICES

	DESCRIPTION	TOTAL
2.	Public Safety Consulting Services - Fixed Fee	48,360.00
3.	Public Safety Data Conversion Services - Fixed Fee	331,500.00
4.	Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
5.	Public Safety Project Management Services - Fixed Fee	119,535.00
6.	Public Safety Technical Services - Fixed Fee	73,320.00
7.	Public Safety Training Services - Fixed Fee	68,250.00
8.	Public Safety Travel & Living Expenses Estimate	29,900.00

Services Services Subtotal	678,665.00 USD
Services Services Discount	- 421,697.25 USD
Services Services Total	256,967.75 USD

SERVICES SUMMARY

Services Subtotal	712,153.00 USD
Services Discount	- 421,697.25 USD
Services Total	**290,455.75 USD**

HARDWARE

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	PS Pro Production Server Annual Subscription Fee	1	17,208.90	17,208.90
2.	PS Pro Training/Testing Server Annual Subscription Fee	1	13,137.08	13,137.08
3.	PS Pro Warm Standby Server Annual Subscription Fee	1	15,602.96	15,602.96
			Servers Hardware Total	45,948.94 USD

HARDWARE SUMMARY

Hardware Total	**45,948.94 USD**

PROJECT SUMMARY

	Software Subtotal	
404,714.71 USD		
	Services Subtotal	
712,153.00 USD		

Hardware Subtotal	
	45,948.94 USD

Subtotal	1,162,816.65 USD

Discount	- 529,372.84 USD

Project Total	633,443.81 USD

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	342,988.06
FIRST YEAR RECURRING SERVICES TOTAL	0.00

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

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Completion of Business Process Review
15%	Due at completion of Functional Acceptance Testing
10%	Due at completion End User Training
10%	Due at Go Live
15%	Due at completion of System Acceptance

Payment Terms:

Subscriptions:
- Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- The Annual Subscription Fees shall remain flat for 5 years. After the 5th year, the annual subscription fees shall increase by 5% for each Renewal Term thereafter.

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

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

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

Support & Maintenance
- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

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

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

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

*<u>Community Data Platform Program</u>

A. In accordance with the Agreement, CentralSquare Technologies, LLC ("CentralSquare") offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the "Software and Services") as further defined herein.

B. Customer wish to qualify as a Member Agency and must:
   a. Be a CJIS compliant Law Enforcement Agency
   b. Agree to contribute data to the Community Data Platform including:
      i. CAD
      ii. RMS Incidents
      iii. RMS Arrests
      iv. RMS Warrants
      v. RMS Master Names
   c. Agree to allow CentralSquare to share their data with other Member Agencies and third parties as provided herein.

C. The Member Agency (also referred to herein as "Customer") will receive the following benefits:

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

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

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

D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.

E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Customer understands and agrees that CentralSquare will process and anonymize data from the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.

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

EXHIBIT 2
Maintenance & Support

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

1. **Product Updates and Releases**
   1.1. <u>Software Version.</u> "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

   1.2. <u>Updates.</u> From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

   1.3. <u>Releases.</u> Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Support**
   2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

   2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

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

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

5. **Customer Responsibilities**

   In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:
   5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
   5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
   5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
   5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
   5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

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

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

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

6. <u>Priorities and Support Response Matrix</u>

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

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

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

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – **Critical**	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

   9.1. <u>Maintenance</u>. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

   9.2. <u>Incidents and service requests</u>. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. **Technology Life Expectancy**. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4
Certificate of Insurance (Evidence of Coverage)

ACORD® CERTIFICATE OF LIABILITY INSURANCE

	DATE (MM/DD/YYYY)
	09/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
MARSH USA, LLC.	PHONE (A/C, No, Ext):		FAX (A/C, No):
TWO ALLIANCE CENTER	E-MAIL ADDRESS:		
3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326			

	INSURER(S) AFFORDING COVERAGE	NAIC #
CN130114897-EO/C-GAWU-23-24	INSURER A : The Charter Oak Fire Insurance Co.	25615
INSURED	INSURER B : Phoenix Insurance Company	25623
CentralSquare Technologies, LLC	INSURER C : Travelers Property Casualty Company Of America	25674
1000 Business Center Drive	INSURER D : Travelers Casualty And Surety Company	19038
Lake Mary, FL 32746	INSURER E : AIG Specialty Insurance Company	26883
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: ATL-005494481-01   REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			H-630-6S758660-COF-23	08/31/2023	08/31/2024	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA-6S783539-23-I3-G	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB ☐ OCCUR			CUP-6S801390-23-I3	08/31/2023	08/31/2024	EACH OCCURRENCE	$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB-6S783668-23-I3-G	08/31/2023	08/31/2024	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N N/A						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	E&O/Cyber			01-424-27-66	08/31/2023	08/31/2024	Limit	5,000,000
							SIR	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
CentralSquare Technologies LLC 1000 Business Center Drive Lake Mary, FL 32746	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA LLC *John Whittle*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

EXHIBIT 5
Statement of Work

(ATTACHED)

Statement of Work

CentralSquare will provide Software, Hardware, and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1. Software

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

Pro Suite Base	- Operating system software - Database software - Master name index - Master address index - Master vehicle index	- Secure intra-Customer messaging - Configurable dashboard - Web address links - No duplicate data entry - Authentication
Administration (Core)	- Equipment - Fleet Management - Inventory Management - Purchase Requisitions	- Service Dogs - Policy Manual - Full audit trail - Custom Forms
Administration – Agency Site License	Allows agencies named in the Agreement to access and use Customer's CentralSquare Administration system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Agencies.

Gahanna Police, OH
Pro Suite Contract

CAD (Core)	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI
CAD (Advanced)	• Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms	• NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows • Caller Location Query (CLQ) Subscription Service
CAD – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare CAD system	

Note: *Many items are configurable by agency. All other configurations must be agreed upon between Agencies.*

Mapping (Core) – Server Based	• Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers • GIS functions with map window closed • Quickest path unit recommendation [include only if ESRI Network Analyst license in pricing]	• Active calls for service • Call for service click-through • Custom map markers • Address verification • Faster map functions (compared with non-server version) • Required for 15 or more AVL units
Mapping – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping system	

Note: *Many items are configurable by agency. All other configurations must be agreed upon between Agencies.*

Gahanna Police, OH
Pro Suite Contract

Mapping AVL	• Vehicle locations on map	• Call for service integration

Mapping AVL – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping AVL system

Note: Many items are configurable by agency. All other configurations must be agreed upon between Agencies.

Mapping AVL Playback	• Displays on the map • View by time, by unit, by CFS	• Print or export playback data

Note: Many items are configurable by agency. All other configurations must be agreed upon between Agencies.

Mobile Core	• Grants access to the CentralSquare Mobile application

Mobile Accident Reporting	• Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries • Prefill from NCIC return (for agency State only)	• Paper accident report creation and printing • Case report association

Mobile AVL	• Vehicles shown on map	• Call for service integration

Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries

Mobile eCitations	• Off-line operation • Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries	• Prefill from NCIC return (for agency State only) • Paper ticket creation and printing • Case report association
Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Personnel (Core)	• Personnel Log	• Full audit trail
Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Personnel – Agency Site Licenses	• Allows agencies named herein to access and use Customer's CentralSquare Personnel system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Agencies.

Public Safety Citizen Reporting (P2C)	• Standalone application • Online reporting platform for citizens to report non-emergency incident reports	

Records (Core)	• Case Reports	• Pawn Property
	• NIBRS Submission	• Pistol Permits
	• Master Record Notes	• Sex Offenders
	• Protection Orders	• Full audit trail
	• Warrants	
	• Juvenile Referral List	

Records (Advanced)	• Field Identifications	• Tow Calls
	• Expungement	• Bicycle Registrations
	• Intelligence Cases	• Parking Tickets
	• Investigative Leads	• Custom Forms
	• Form Requirements	

Records - Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Records system	

Note: Workflow and personnel related items are configurable by agency. All other configurations must be agreed upon between Agencies.

Reporting (Core)	• Pre-defined reports	• Custom data filters
	• Custom reports	• Statistical analysis
	• Ad-hoc reports	• Scheduled reports
	• Drag and drop report building	• COMSTAT compatible
		• Emailed reports
	• Export to PDF, XLS, XML, TXT	• Universal Interface Engine

CentralSquare Field Ops	1. CJIS compliant mobile device app	• Real-time CFS data access
	2. Integrated photo and audio capture tools	• Uses existing CentralSquare Suite user credentials

Community Data Platform (CDP)	• Search engine for CentralSquare Suite CAD and RMS Data	• State-wide data sharing
	• Up to 10 concurrent users supported	

1.1   Interfaces

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

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

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

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

Refer to Exhibit A: Statement of Work: 4.2 Implementation Process Overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1   CAD PS Pro APCO IntelliComm Interface (Import and Export)
This is a two-way interface between CS CAD Pro and APCO IntelliComm. Using the IntelliComm API, CAD will request a new case to be started and send CFS data to the IntelliComm web application. CFS data sent to IntelliComm may include CFS address, incident code, call taker, and initial reporter information. While the IntelliComm case is active, CAD will request updates and add the case transcription to the CAD Command Log.

Customer is responsible for working with the third-party vendor to map the data being sent from CAD to corresponding fields in IntelliComm.

1.1.2   CAD – Priority SMS Paging Interface (Export)
This is a one-way interface from CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from CAD. The connection to the Priority SMS interface is set up by CentralSquare.

1.1.3   CAD – Basic Paging Interface (SMTP/Email) (Export)
This is a one-way interface from CentralSquare CAD. Pages are sent via email from CentralSquare CAD. CentralSquare enables the paging functionality in CAD.

Customer *is responsible for configuring paging groups, templates, and trigger events for this interface.*

1.1.4   CAD – E911 (ANI/ALI) Interface (Import) – Solacom
This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for

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service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

    (a) *911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD.*

    (b) *911 spill data can be pushed to CentralSquare CAD at a decided upon frequency.*

    (c) *ALI data meets NENA standards*

1.1.5 CAD PS Pro EvenTide Voice Recorder Interface (Import and Export)

This is a two-way interface between the EvenTide voice recorder system and CS CAD Pro. CAD sends call for service (CFS) data to the Voice Recorder system via an API provided by EvenTide. The Voice Recorder system assigns the CFS data to the recording. Assigned voice recordings may be accessed with a link in the CFS screen which calls theEvenTide API for the recording. Playback is handled in accordance with workstation settings for the audio player.

1.1.6 CAD – Rip and Run Interface (Fax/Email)

This is a one-way interface from CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server.

Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations.

1.1.7 CAD PS Pro Standard Export Interface (3x)

This is a configurable one-way export interface from CST CAD Pro. When triggered either by a periodic setting or CAD command, qualifying information from CAD will be automatically exported to an assigned SFTP or web service in a variety of formats. Exported CAD data can be configured to meet agency and vendor needs.

1.1.8 CAD PS Pro Utility DEMS Interface (Export)

This is a one-way interface from CS CAD Pro to AVaiL CAD, Utility DEMS Evidence & Asset Management Platform. Pro CAD exports Calls for Service (CFS) records and unit status updates to AVaiL CAD via an API provided by Utility DEMS. The information sent to Utility DEMS will be made available via the AVaiL CAD application.

Pro Suite only sends active calls to the interface. No unit AVL information is displayed via the interface.

1.1.9 CAD RapidSOS Integration

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

1.1.10 CAD RapidSOS LEI Integration (4x)

This integration with RapidSOS is dependent on creating a CFS from an ALI spill and on RapidSOS

processing and returning caller location information.

This is a one-way interface from RapidSOS to CS CAD Pro. Upon request from the user, CAD calls the RapidSOS API's Location Request function to retrieve the 911 caller's mobile location (latitude and longitude) and reverse-geocoded address. CAD provides options to set the location as the Call for Service (CFS) address, as well as plot within CS Mapping Pro.

CAD integration with RapidSOS is dependent on RapidSOS processing and returning caller location information.

1.1.11 Pro Suite – Additional Agency Ohio Message Switch/NCIC Interface (3x)
This interface allows for additional agencies on the same system, other than Customer, to access and use the Customer's NCIC functionality.

1.1.12 PS Pro LEADS/NCIC Interface (Additional States Data Mining)
This interface will allow users to run NLETS Data Mining queries (data returns) for the following states directly from CS Pro Suite: IN, KY, MI. This data mining is provided in addition to the STATE data mining which is included in the Statement of Work.

1.1.13 Pro Suite – Ohio Message Switch/NCIC Interface (Basic Queries)
This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. The following basic queries will be generated by Pro Suite and passed to the NCIC server: DQ (Driver's License), RQ (Vehicle Registration), QB (Boat), QA (Article), and QG (Gun). The CentralSquare provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC queries will return for all states, but will only data mine for the state the customer is located in. Additional states data mining can be purchased separately.

PS Pro LEADS/NCIC Interface (Criminal History)
This is a two-way interface between CS Pro Suite and the on premise NCIC server. Criminal History Queries (FQ, HITZ, ITN, IQ, QH, QHO, QR, QRO, QWI, SERCH, SER, ZCO, ZIO, ZR, ZSO) are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.   Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which Customer is located.

1.1.14 PS Pro LEADS/NCIC Interface (Warrants)
This is a two-way interface between CS Pro Suite and the STATE message switch. Authorized CS Pro Suite users can perform wanted person submissions to NCIC via the STATE message switch directly from the warrants screen in CS Pro Suite. Contractor will provide the following forms: Entry, Modify, Clear, Cancel, Locate, Supplemental Entry, Supplemental Cancel. Request and return information will be logged to the NCIC tab on the warrants screen in CS Pro Suite and contain a link to the warrant.

1.1.15 PS Pro LEADS/NCIC Interface (OH CCW & COP Queries)
Addition of secondary CCW, COPP ECOP queries for Ohio LEADS/NCIC. These queries are run

automatically after a Person is run by NAM, DOB or SSN.

1.1.16 Pro Suite – Time Synchronization Interface
This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

1.1.17 Records PS Pro Accurint Interface (Export)
This is a one-way interface between CS Pro Suite and Accurint Analytics. CS Pro Suite sends Call for Service (CFS) and case report data to Accurint as XML via Accurint's web service. Accurint processes the data and uploads it to its application where the data can be filtered and reported on. CentralSquare also provides a custom link in CS Pro Suite to access the Accurint data and analytics tool.

1.1.18 Records PS Pro CARFAX Crash Interface (Export)
This is a one-way interface from CS Records Pro to CARFAX. Records sends completed accident form data in XML to CARFAX daily via FTP file drop to a shared folder on the client server. CARFAX then imports the information to its application using the CarFax File Upload Client (a process completely separate from CS Pro Suite).

1.1.19 Records PS Pro CopLogic Interface (Import)
This is a one-way interface from LexisNexis' CopLogic DeskOfficer Online Reporting System (DORS) to CS Records Pro. Citizens submit reports through the CopLogic website for CopLogic users to review and approve. Upon approval, CopLogic exports an XML file to a file share hosted by the agency or vendor. Records checks the file share once per minute for new reports and then imports them to the appropriate record type. In addition, CS Pro Suite master name, business and vehicle records are compared with the information received from this interface. If a match is found that existing master name record is used. If no match is found, a new master name record is created.

The Customer/Vendor is responsible for setting up a file hare and providing read/write access to LexisNexis. LexisNexis is responsible for installing their XML file relay application on an agency-provided server within their internal network.

CopLogic has different versions of the interface. The agency will need to contact CopLogic to check that the version and fields they have are supported with the CST Pro Interface.

1.1.20 Records PS Pro Matrix Prosecutor Interface (Export)
This is a one-way interface from CS Records Pro to the MatrixCRIME Prosecutor system. CentralSquare exports case data from Records including name card information, date/time, location, disposition, charges, property/evidence, officer and narrative information, and case attachments. Upon a qualifying submission trigger from a Records user, data is sent to the MatrixCRIME web service as XML that validates against the provided schema, which follows the GJXDM standard. All submission success and failure notifications are published to the corresponding case report log within Records.

1.1.21 Records – Ohio Crime Reporting (OIBRS) Interface
This is a one-way interface from CentralSquare Records to Ohio NIBRS. Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

1.1.22   Records PS Pro OH DPS Crash Interface (Export)

This is one-way Interface from CS Records Pro to the Ohio Department of Public Safety (ODPS). Users create accident reports within CS Accident Reporting Pro. Users then review and validate the accident reports information and import the reports into Records. Upon import, Records validates the information on the accident report against state defined requirements. Records then allows users to export accident reports to the ODPS web service. If any errors are returned from exporting the accident report, Records displays the error(s) to the user for correction and re-submission of the report. CentralSquare is responsible for exporting the accident report data to the web service and the ODPS is responsible for hosting the web service. If any errors are returned from exporting the accident report, Records displays the error(s) to the user for correction and re-submission of the report.

1.1.23   Records PS Pro OH DPS eCitations Interface (Export)

This is a one-way interface from CS Records Pro to the Ohio Department of Public Safety (ODPS). Once per day, eCitation records are exported from Records as a batch file. This file is placed on a network share where the ODPS retrieves the file and uploads it to the state system via a process entirely outside of CS Pro Suite.

1.1.24   Mapping Pictometry Cloud Interface

This is a one-way interface from CS CAD Pro to Pictometry International's Integrated Pictometry Analytics (IPA) cloud-based solution. CAD will send coordinates for Calls for Service (CFS) and other specified locations to Pictometry' s cloud service as latitude and longitude. Pictometry International's cloud-based three-dimensional imagery will then open to the specified coordinates. All Pictometry map functions will be handled by actions completely exterior to CS Pro Suite.

1.1.25   Records PS Pro OH eWarrants Interface (Two-way)

This is a two-way integration between the State of Ohio eWarrants system and CS Records Pro. Records imports new warrants and protection orders from the eWarrants system daily. Records then exports warrant and protection order updates to eWarrants according to a determined interval.

2.0   Geographical Information Services (GIS)

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

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

2.1   One-Time GIS Data Set Up

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

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

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this contract.

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

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

3.0   Customer Hardware, Network and Power Requirements

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network, and power requirements for the System.

3.1   Server Hardware

1. Three (3) rack-mount servers will be purchased by Customer as part of this agreement.

2. Three (3) CentralSquare Suite servers will be configured as follows:

    (a) One (1) Production server

    (b) One (1) Warm Standby server

    (c) One (1) Testing/Training server

3. The server hardware costs are stated in *Exhibit B: Pricing Detail*.

4. The servers will be installed at Gahanna Police, OH Customer Name and a standby location.

5. In addition to the standard CentralSquare Suite operating environment, the Production and Standby servers will have the capability of running the following on a virtual machine:

    (a) One (1) virtual NCIC server (message switch)

    (b) One (1) virtual GIS server

    (c) One (1) Warm Standby NCIC virtual server

    (d) One (1) Warm Standby GIS virtual server

6. Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare

Suite Production rack-mounted server (3.5") and one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5").

7. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) CentralSquare Suite Standby rack-mounted server (3.5").

3.2   Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) CentralSquare Suite Production rack-mounted server and one (1) CentralSquare Suite Testing/Training rack-mounted server.

2. Static IP addresses that include four (4) for the CentralSquare Suite Production rack-mounted server, three (3) for the CentralSquare Suite Testing/Training rack-mounted server.

3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

3.3   Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that supports 1000 watts.

2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server and one (1) CentralSquare Suite Testing/Training rack-mounted server

3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server and one (1) CentralSquare Suite Testing/Training rack-mounted server.

3.4   Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) CentralSquare Suite Warm Standby rack-mounted server.

2. Static IP addresses that include five (5) for the CentralSquare Suite Warm Standby rack-mounted server.

3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

3.5   Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that supports 1000 watts.

2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Standby rack-mounted server.

3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite

Standby rack-mounted server.

4.0 Services

4.1 Project Management

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

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

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

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

4.1.1.1 Customer's Dedicated Project Manager Responsibilities
1. Have the authority to speak for Customer from a project perspective.

2. Designate people responsible for specific roles as needed, examples below:

    (a) Module Subject Matter Experts (SMEs)

    (b) Hardware Project Manager

    (c) CentralSquare Build Team Members

    (d) Data Conversion Review Team Members

    (e) Interface points of contact at Customer (assigned per interface)

3. Involve Customer decision makers when needed

4. Escalate issues to the CentralSquare project manager

5. Eliminate roadblocks for completing project on schedule

6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner

7. Organize training schedules, training rooms, and training equipment

8. Provide real world scenarios for testing and review

4.1.2 CentralSquare Project Manager and Project Team
From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project

updates.

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

4.2   Implementation Process Overview

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

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

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

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

4.2.2.2 Data Conversion and GIS Data Conversion
Data not contained in systems listed in *Exhibit A: Statement of Work: 5.0 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Consultant. Code tables will not be part of the converted data.

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

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

See *Exhibit A: Statement of Work: 2.0 Geographical Information Services (GIS)* for information regarding the GIS data conversion process.

4.2.2.3 Interfaces
See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of

contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

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

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

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

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

4.3 Training and Go Live Support

4.3.1 Training
CentralSquare staff will provide for on-site training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). CentralSquare will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to efficiently plan and schedule the delivery of on-site services.

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

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

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

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

4.3.2.1 Instructor Resources
1. One (1) computer with a network connection

2. Most recent CentralSquare Suite version installed and tested (includes login)

3. Two (2) projectors and two (2) screens set up and tested

4. One (1) podium or desk for Instructor

4.3.2.2 Trainee Resources
1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)

2. One (1) supervisor will attend every class to address policy questions

3. No more than ten (10) trainees in each class

4. Most recent CentralSquare Suite version installed and tested (includes login)

5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

4.3.3 Go Live Support
CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be on site for Go Live.

5.0 Data Conversion (CST)

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents. CentralSquare will provide data conversion services as described herein for each of the four agencies as identified in the Agreement.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

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

(a) MS SQL .bak files with database version and credential information from MSSQL Server 2008R2 or newer

(b) MySQL .dump or .sql files with database version and credential information

(c) PostgreSQL .sql files with database version and credential information

(d) MS Access 2003 or newer .mdb files (only for source systems already using Access)

(e) CSV files with column headers and relationship mapping documentation

(f) Oracle 10g or newer backup files

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

5.1   IMC CAD

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

CAD data can include CFS Log, names, addresses, unit dispatch log, command log, response times, involvements, vehicles, external agency numbers, vehicles, attached files, tow calls, bulletins / BOLOs.

5.2   IMC Records

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

Records data can include Cases, offenses, names, involvements, vehicles, case notes, sealed cases, basic citations, basic accidents (driver, vehicle, narrative – no state specific formats), warnings, field identifications, warrants, expungements, bicycle registrations, parking tickets, pistol permits, pawn property, sex offenders, protection orders, property / evidence, chain of custody, attached files, forms (probable cause, narratives, arrest, search warrants, victim).

5.3   IMC Personnel

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

Personnel data can include Promotions, commendations, disciplinary actions, training, attached files.

5.4   IMC Administration

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

Administration data can include Fleet management, equipment, equipment assignment log, inventory, inventory requests, citizen feedback, K9/service dogs, attached files.

5.5   ART Tool – (Grandview only)

The ART Tool will be delivered by CentralSquare partner White Box Technologies. Please review Appendix A for the Statement of Work which will provide for the ART Tool deliverable.

6.0   Appendix A – White Box Technology Statement of Work

PROJECT NAME: **GRANDVIEW HEIGHTS ART**   **DATE: 3/25/2024**

This Statement of Work (SOW) sets forth the roles and responsibilities, assumptions, scope, constraints (with an estimated schedule TBD) that will govern the project detailed below. The content of this document is intended to provide framework for the project processes to ensure mutual understanding, clear expectations and successful results.

PRIMARY POINTS OF CONTACT INFORMATION:

Central Square: _____,   _____,   _____

White Box: _____,   _____,   _____

Grand View: _____,   _____,   _____

PERIOD OF PERFORMANCE: 4/15/24-to thirty days after final install delivery

PROJECT SUMMARY: Convert legacy access data to a readable portable format and provide a searchable solution and reporting tool to access legacy source data with an interface for queries and data lookups to the historical source information within the parameters specified below. Where Agency/Grandview is referenced below, Central Square will assume the responsibility to work with Grandview to complete the task.

Roles and responsibilities:

Central Square

   Project Manager and System Engineer

    o Manage project scope, schedule and performance, coordinate activities with White Box

    o Assist with adherence to schedule, and issue resolution.

    o Inform White Box of any issues with plan to resolve

Grandview

Central Square to facilitate access to Agency Legacy System Subject Matter Expert and IT Support to:

    o Provide legacy data files to White Box

    o Work with White Box to retrieve data and layout information from legacy system in either CSV, Flat Files with table header layouts or in a portable (e.g. SQL) format

    o Ensure prompt and accurate delivery of source data for mock and final data extraction

    o Review, provide feedback and approve any mapping Document and iterations per schedule

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White Box
    Project Manager
- Manage project scope, schedule, and performance, coordinate activities with Central Square.

    Data Analyst/Engineer
- Retrieve and prepare source data and setup other applicable systems
- Build, test, and run application interface and deliver converted data

Assumptions and Constraints:
- This project includes two test iterations and the final "go live", consisting of the source data provided to White Box Technologies. Data must be in either a CSV, flat files with table header layouts or in a portable (e.g. SQL) format. And must match the same layout as previously provided.
- White Box will not be analyzing, populating, migrating, cleansing, or manipulating any legacy data into any Grandview production RMS, CAD, or JMS system. Legacy data is static, no new data can be added to the Archive Report Tool Solution.
- White Box will deliver the converted data either via FTP or Hard Drive via mail
- If hosting the solution on premise, Grandview is responsible to acquire the hardware and any software licenses to house the converted data, SQL Database(s) and the ART application. (If database size is under 10GIG then the free version of SQL Express can be utilized). Hardware for the Application is minimal-any modern processor with approximately 100 MB of free space needed for the ART Solution.
- Work performed under this SOW is under warranty by White Box for thirty (30) days following delivery of any converted data and the Archive Report Tool Solution. White Box is not responsible for any source data issues and since no cleansing of data is included with this SOW, the source data will only be searchable in its existing form. White Box is not responsible for the integrity or cleanliness of the source data. Errors or omissions in converted data that result from application, database, or source data changes by Grandview are not covered by this warranty. No ongoing support is included with this SOW beyond the 30-day warranty period. This SOW grants Grandview a 10 user, one-year license after the final delivery of the ART installation. Ongoing support will need to be added after the first year of use. Any Support, additional licensing as well as other hosting solutions will be in a separate Quote. (As of the date of this agreement, annual licensing is 15% year of total work order price per ART installation[1]).
- Grandview will set up a test environment that White Box can utilize for testing purposes, as well as access to any required hardware or software, prior to production
- A project schedule will be developed and mutually agreed to during the initiation of this project. Any delay in the delivery of milestones or related sub-steps to the schedule, which is the responsibility of Grandview, can result in a day-for-day delay in subsequent milestones that White Box is responsible for.
- Following a White Box deliverable, unless otherwise specified Grandview has a set number of business days to report any issues. If White Box receives no response within that time, the deliverable will be considered accepted as delivered and if tied to a billable milestone, deliverable will be invoiced. Issues reported after that period of time will be resolved on a case by case basis and may or may not be subject to additional charges and / or a change request.

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[1] Grandview must contact White Box directly for an ongoing support agreement after the first year of use.

Gahanna Police, OH
Pro Suite Contract

Estimated Key project milestones:

Milestone	Responsibility
Deliver Source data and code tables to White Box.	Central Square/Grandview
Develop Technical Specs and fields to be queried	White Box/Grandview
Deliver first iteration ART Solution	White Box
Review of test iteration	Central Square/Grandview
Deliver second iteration ART Solution	White Box
Review of test iteration	Central Square/Grandview
Deliver source data for go live	Grandview
Deliver final converted data and ART Solution	White Box
Cut off for reporting post conversion issues (30 day Warranty	
Period, after final delivery)	Central Square/Grandview

Source System(s):
1.0 One Solution
Work Scope:
- The base app is a tool for allowing staff without database or technical programming experience to search for and view legacy historical data.
- Once getting the data the first step is to convert the legacy data to a SQL format. Then, the application will be built to query data from that SQL database converted from the legacy database. Data can be queried by name, case name/number, cad call, booking, incident, warrant, citation, and/or any event.   The base app allows for records to be deleted (expunged) by a specified user. All queries or lookups and/or expungements will need to be done through the base application with a customizable report.   Grandview may choose any existing hardware to house the data and the query application if no hosted solution is chosen.
- Customizable reports provide an efficient and easy way to view the data that's based on an event and present that in a searchable, human readable format. Report(s) will have the capability to print, save, and save as and show attachments/images (if applicable) that are linked to the selected record. The customizable report(s) have the capability to present all applicable data for a selected record.
- One Incident/Case report from the OneSolution system is included with this SOW and includes up to 5 sections* with no more than 85 Fields.   The first step of the kickoff meeting will be to refine those data elements/sections to be included within the report as well as the report format. (*A section is a logical main header of data e.g. a general details section, involvement section etc.)
- This SOW assumes that all report values from the source data are static values stored in a database table and that there are no values in the report that are generated that White Box would have to spend time and effort to re-create the logic from the app, to generate those values for the report. It also assumes that the sample report(s) don't have additional sections that were excluded due to the source tables being empty.
- New custom interfaces, unique customizations, additional reports, and enhancements can be developed if needed to perform searches, views and expungements and any other potential

functionality, which will require a separate Quote for both time and cost.
Out of Scope
The following outlines the services that are considered outside the scope of this Statement of Work. Central Square/Grandview is requested to submit a Change Request in order to include any of these optional services within the scope of this Statement of Work. Note that additional services may result in added cost and/or schedule delay.

Optional Services	
Service	**Definition**
Additional Conversions/Go Lives	Re-run of the conversion process above and beyond those agreed to be within scope.
Address Validation	Validates and standardizes address against USPS database
Custom Reports	Reports to indicate data that meets a certain criterion provided by Central Square / Grandview
Additional 3rd party Validation	Review and correction of legacy data through use of third party commercially available reference applications to provide assurance that data is adequate for its intended use
Data Cleansing	Amending, correcting, removing, or defaulting inaccurate, incomplete, duplicated, or improperly formatted source data beyond that which is required to load the data properly in the target application
Data Augmentation	Adding new or derived data necessary or desired in the target system but not available in the source. (Also called data enrichment). This includes changing the intent of the source data
Enhanced Name Merge	Any name merge applied that is outside of the Standard Name Merge criteria.
Convert to multiple databases	Option to convert data to more than one target database.
Financial Conversion	Any data that has financial components (fees, obligations, payments. interest etc.). that needs to be calculated, converted, and populated into the target application.
Preliminary Run of Converted Data	Option to analyze and run the Names section only before full conversion run to validate cleanliness and number of potential duplicates.

2.0   Appendix B – Training Information

End User Training will be onsite and conducted by CentralSquare. All end user trainings will allow ten students maximum. The BPR will be conducted remotely.

2.1   Training Summary

Gahanna Police, OH
Pro Suite Contract

Training Course	Hours per Class	# of Classes	# Trained	
CAD & Mapping End User Training	8	6	60	CAD Users
Mobile CAD & Mapping End User Training	4	26	260	Sworn
Mobile Records / Records End User Training	4	26	260	Sworn
Investigations End User Training	2	3	30	Investigators
eCitations End User Training	1	11	110	Sworn
Crash Reports End User Training	1	11	110	Sworn
Records Personnel End User Training	4	2	20	Records
NIBRS Training	2	2	20	Records
Property and Evidence User Training	2	2	20	Property & Evidence
Agency Administrator End User Training	1	2	20	Agency Administrator
Reports End User Training	2	2	20	Reports Users

2.2   Training Documents

Draft Training Agendas for each of the training sessions above are provided below.

Accident Report Training Agenda

Course Duration

1 Hour

Description and Goals

Learn how to launch Accident Report from Mobile CAD, complete an Accident, upload to PRO Suite and import

Learning Objectives

Upon completion of this training, the participant will be able to:

- Successfully launch Accident Reports
- Complete the Accident Report Form
- Print options
- Upload the Accident Report
- Import the Accident Report (if applicable)

Target Audience

Central Square recommends the following client staff attend:

- Patrol Officers
- Patrol Supervisors
- School Resource Officers
- Those responsible for writing accident reports

Classroom and Course Materials

Projector:	One projector is required for the presentation
Workstations:	One mobile workstation per student with CST Pro Mobile, Easy Street Draw and extend installed required
Whiteboard:	Whiteboard access for note taking and visual aids
Internet Access:	Internet access required
Server:	Access to the designated internal virtual system required
Room Layout:	Classroom style recommended
Lunch:	None provided
Breaks:	None provided

Maximum Class Size

The maximum class size for this training course is **10 participants**

Pre-Requisites and Skills

- Ability to demonstrate basic Windows skills
- All necessary permissions granted
- Completion of Basics Training
- Completion of Mobile CAD Training, if purchased
- Required fields configured

Note

This course is generally taught in conjunction with Mobile CAD

Training Topics

Training

Accident Report
• NCIC Screen
• Entering required fields
    o   Header
    o   Location
    o   Conditions
    o   Units (adding units)
    o   Narrative
    o   Diagrams (adding a diagram using Easy Street Draw)
• Actions & Menu Buttons
• Print preview
• Saving
• Uploading
• Importing into PRO Citations
• Validating

Agency Administration Training Agenda

Course Duration
1 Hour

Description and Goals
Review how to filter and search the Agency Administration logs, add new records to the corresponding modules, add forms and/or photos, edit and print entries

Learning Objectives
Upon completion of this training, the participant will be able to:
- Review the logs of fleet, equipment, inventory, inventory requests, service dogs, purchase requisitions, and policy manual
- Add new entries and edit existing entries to above records

Target Audience
Central Square recommends the following client staff attend:
- Personnel responsible for maintaining and/or ordering fleet, equipment, inventory or service dogs
- Personnel responsible for maintaining agency policy manuals

Classroom and Course Materials
Recorded session and will be shared accordingly

Pre-Requisites and Skills
- Demonstration of basic Windows skills
- Purchase of Agency Administration
- Necessary permissions granted to Agency Administration modules
- Completion of Basics Training

Training Topics

Training

Fleet
 • Log review and filtering criteria/results
 • Adding a vehicle, attachments, photos
 • Assigning equipment to a vehicle
 • Logging fuel, vehicle maintenance, and damage
 • Taking a vehicle out of service
 • Useful dashboard parts:
     o Fleet Vehicles Needing Service
     o My Vehicles Scheduled Services
 Equipment
 • Log review and filtering criteria/results

- Adding new equipment to the log
- Adding attachments/photos
- Assigning/Issuing equipment (to personnel, service dogs, vehicles)
- Returning or disposing of equipment (employee no longer with agency, when equipment is damaged, etc.)

Inventory Requests
- Creating new request
- Acting on that request
- Managing Incoming/Outgoing Inventory

Inventory
- Log review and filtering criteria/results
- Adding new inventory items
- Modifying available quantity of inventory items
- Useful Dashboard Parts: Inventory Below Min Available Quantity

Service Dogs
- Log review and filtering criteria/results
- Adding new service dogs
- Assigning a handler
- Entering records and activities

Purchase Requisitions
- Creating a Purchase Requisition
- Managing the Purchase Requisition
- Changing Status

Policy Manuals
- Adding chapters/sections to manual
- Editing existing information
- Viewing User Log
- Bulk printing
- Useful Dashboard parts:
  - My Unread Policy Manual Sections
  - Policy Manual Sections Needing Review

CAD & Mapping Training Agenda

Course Duration

8 Hours

Description and Goals

Understand CAD module, set up CAD windows, create calls for service, dispatch and manage units, close calls, review past calls for service, schedule calls and send bulletins. If purchased, understand how to use CAD Mapping, review unit recommendations, log tow calls, run NCIC queries, send caller location queries and launch Pro-QA.

Learning Objectives

Upon completion of this training, the participant will be able to:

- Filter and Review the CFS and CAD Command Logs
- Configure CAD windows and set up templates
- Create and close calls for service
- Dispatch units to calls for service and manage units
- Create scheduled calls
- Create and modify bulletins

If advanced features were purchased, the participant will be able to:

- Understand how to maneuver around the map and manage calls for service from the map
- Understand unit recommendations
- Log tow calls
- Run State/NCIC Queries
- Send caller location query requests and manage the CLQ
- Launch Pro-QA and understand how it interfaces with PRO Suite

Target Audience

Central Square recommends the following Client staff attend:

- Dispatchers and/or Call-takers
- Anyone who will work in dispatch or who needs to understand how it functions

Classroom and Course Materials

Projector:	Two projectors are required for the presentation
Workstations:	One workstation per student with a minimum of two monitors with PRO Suite, zMonitor and Mapping (if purchased) installed is required.
Whiteboard:	Whiteboard access for note taking and visual aids
Internet Access:	Internet access is required
Server:	Access to the designated internal virtual system is required
Room Layout:	Recommended setup would be classroom style
Lunch:	1 hour - attendees will be responsible for providing their own lunch
Breaks:	Breaks throughout the day as needed

Maximum Class Size

The maximum class size for this training course is **10 users**

Pre-Requisites and Skills

- User can demonstrate basic Windows skills
- User has been given necessary permissions
- Completed Basics Training
- If entering records, attend the records training (warrants, protections orders, etc.)
- If using unit recommendations, run cards have been configured and tested
- If using tow calls, tow operator lists, and schedules have been configured
- If using NCIC integration
    - Machine settings have been configured
    - If NCIC hasn't been tested yet (so no records to view in log), use test records
    - If NCIC has been tested and is turned on, test records provided to each attendee

Training Topics

Training

CFS Log
CAD Window Configuration
- **911 queue** (if enabled)
- **CAD CFS List**
    - **Set up filters**
    - **Configure columns**
- **CAD Unit List**
    - **Set up filters**
    - **Configure columns**
- **CAD Command Log**
- **State/NCIC queries**
- **If purchased, CAD Map**
    - **Explain map icons**
    - **Set objects and map layers**
    - **Search - by name, circle**
    - **Find an object - units, CFS, map markers**
    - **Map information - coordinates, names, things at location**
    - **Map Markers - adding them and removing them**

CAD Window Fonts
CFS Configuration
Save CAD Window Template
Open CAD Window Templates
Create a CFS
- **Create using New CFS from menu, map or command line**
- **Location**
    - **Address verification status**
    - **Apartment/suite**
    - **Intersection**
    - **Common Addresses**
    - **Searching addresses**
- **Incident Codes**
    - **Modifier**
    - **Priority Level – inactivity and unit alarms**
    - **Use Caution**
- **Call Details**
- **Initial Reporter – global vs. free form**

Dispatch the CFS
- **Different ways to dispatch**

- If configured, Unit Recommendation
  - **Accepting recommendation**
  - **Unchecking units**
  - **Canceling units**
  - **Reviewing the recommendation for missing slots**
- **Command Line**
- **Unit List Window**
- **CFS List Window**
- **Click and Drag**
- **From Map**
- **Address Card**
  - **History**
  - **Names**
  - **Similar Addresses**
  - **Location Notes**
  - **Attachments**

Unit Status Management
- **Enroute**
- **Leaving Scene**
- **Arrived At (Secondary Location)**
- Arrived/Scene
- **Available**
- **Hospital/Jail**
- **Unavailable/Busy**
- **Off Duty**
- Other Statuses as needed (Details, Beat, etc.)

CFS Tabs
- **Command Log**
- **Assigned Units**
- **Names**
- **Vehicles**
- **Location Notes**
- **SOP**
- **CLQ Pictures (if purchased)**
- **NCIC (if purchased)**

Traffic Stop
- **Create a Traffic Stop (using menu link or command line)**
- **Add name of driver**
- **Update vehicle record with details**

Tow Call
- **Add tow call** from current traffic stop or other call with a vehicle
- **Tow rotation schedule (if enabled)**

Unit Alarms
- **Clearing Alarms**
- Resetting Alarms
- Automated Alarms

Pursuits
- **Pursuit Command**
- **Add Notes**
- **End Pursuit**
- **Update unit location to location pursuit ended**

Assigning Report Numbers
- **Incident Number (IR) – from CFS Menu / Command Line**
- **External Agency Number – from CFS Menu / Command Line**

- Show mobile functionality (if enabled)

Bulletin

- **Send out a bulletin reference the pursuit – still looking for a passenger who fled the scene**
- **Associate the bulletin to the CFS**
- **Add name of passenger/suspect**

Scheduled Calls

- **Create new scheduled call**
- **Modify scheduled call**
- Create now

Open a closed CFS
Printing a CFS
Caller Location Query - CLQ (if purchased)

- **How to send a LOC Request**
- **Use latitude/longitude for address**
- **Have the caller send in photos**
- **Send Link** (if configured)

Pro-QA (if purchased)

- **What incident codes or commands launch Pro-QA?**
- **When does Pro-QA information populate Command Log?**
- **Does the right information populate in the Command Log?**

Run Cards (if enabled/configured)

- **Create a Law Call**
- Did the right recommendations populate?
- **Add Fire/EMS incident code**
- Did the right recommendations populate?

Cases Training Agenda

Course Duration

4 Hours

Description and Goals

Be able to complete all parts of a case report, correct NIBRS errors and submit the case for approval.

Learning Objectives

Upon completion of this training, the participant will be able to:

- Complete a case report by adding/editing case information, offenses, names, vehicles, property/evidence and forms
- Correct NIBRS errors
- Submit the case for approval
- Reactivate the case report for editing
- Add to an existing case report

Target Audience

Central Square recommends the following Client staff attend:

- Patrol officers
- Patrol supervisors
- School Resource officers
- Investigators
- Patrol Administration (if reviewing cases)

Classroom and Course Materials

Projector:	One projector is required for the presentation
Workstations:	One workstation per student and CST PRO Suite and/or Mobile installed is required
Whiteboard:	Whiteboard access for note taking and visual aids
Internet Access:	Internet access is required
Server:	Access to the designated internal virtual system is required
Room Layout:	Recommended setup would be classroom style
Lunch:	None Provided
Breaks:	Provided as Needed

Maximum Class Size

The maximum class size for this training course is **10 users**

Gahanna Police, OH
Pro Suite Contract

Pre-Requisites and Skills

- User can demonstrate basic Windows skills
- User has been given necessary permissions
- Offenses and charges have been configured
- Completed Basics Training
- If Mobile was purchased, this is usually taught in conjunction with Mobile CAD session
- Workflow has been configured

Training Topics

Training

Useful Dashboard Parts
Cases Log
• Filtering and more options
• Results and details pane
Case Reporting
• Case Information
• Add offenses – involvement wizard
• Add names
    o No Offender Data
    o Unknown Offender
    o Master Names
• Vehicles
• Property/Evidence
    o Log review
    o Entering new evidence
    o Print labels (if barcode printer/scanner purchased)
• Forms
    o Narratives
    o Custom forms
• NIBRS – Review and Fix Common Errors
• Approval – Finish My Own
• Tasks
• Adding to a case
• Case Notes
Investigative Leads (if purchased and configured)
• Review & Filter
• Creating a new lead from Case or Log
• Lead Details
• Assignment
• Info Collected
• Review & Import

eCitation Training Agenda

Course Duration
1 Hour

Description and Goals
Learn how to launch eCitation from Mobile CAD, complete an eCitation, upload and import into PRO Suite.

Learning Objectives
Upon completion of this training, the participant will be able to:
- Successfully launch eCitation
- Complete the eCitation form
- Print options
- Copy the eCitation
- Upload the eCitation
- Import the eCitation (if responsibility of Patrol Officer)

Target Audience
Central Square recommends the following client staff attend:
- Patrol Officers
- Patrol Supervisors
- School Resource Officers
- Personnel issuing citations and/or warnings

Classroom and Course Materials

Projector:	One projector is required for the presentation
Workstations:	One mobile workstation per student with CST Pro Mobile and extend installed required
Whiteboard:	Whiteboard access for note taking and visual aids
Internet Access:	Internet access required
Server:	Access to designated internal virtual system required
Room Layout:	Classroom style recommended
Lunch:	None provided
Breaks:	None provided

Maximum Class Size
The maximum class size for this training course is **10 participants**

Pre-Requisites and Skills
- Demonstration of basic Windows skills
- Necessary permissions granted
- Completion of Basics Training
- Completion of Mobile CAD Training, if purchased
- Required fields configured

Note
This course is generally taught in conjunction with Mobile CAD

Training Topics

Training

eCitation
• NCIC Screen
• Entering required fields
    o Header
    o Defendant
    o Vehicle
    o Offense
    o Summons
• Editing defendant and/or vehicle details
• Actions & Menu Buttons
• Print preview
• Copying
• Saving
• Uploading
• Importing into PRO Citations

Mobile CAD & Cases Training Agenda

Course Duration

8 hours

Description and Goals

Learn to use mobile CAD in the daily functions of patrol. Manage calls for service, send NCIC queries, view records, perform master searches and manage your status. Be able to complete all parts of a case report, correct NIBRS errors and submit the case for approval.

Learning Objectives

Upon completion of this training, the participant will be able to:

- Configure Mobile CAD windows
- Review and manage Calls for Service
- Assign yourself an Incident Report
- Send and receive NCIC queries (if purchased)
- View records, such as warrants or protection orders
- Perform master searches
- Complete a case report by adding/editing case information, offenses, names, vehicles, property/evidence and forms
- Correct NIBRS errors
- Submit the case for approval
- Reactivate the case report to edit sections
- Add to an existing case report

Target Audience

Central Square recommends the following Client staff attend:

- Patrol officers
- Patrol supervisors
- School resources officers
- Investigators
- Patrol Administration (if reviewing cases)

Classroom and Course Materials

Projector:	One projector is required for the presentation
Workstations:	One mobile workstation per student with CST Pro Mobile and mapping (if purchased) is required
Whiteboard:	Whiteboard access for note taking and visual aids
Internet Access:	Internet access is required
Server:	Access to the designated internal virtual system is required
Room Layout:	Recommended setup would be classroom style
Lunch:	1-hour lunch break
Breaks:	Short breaks as needed

Maximum Class Size

The maximum class size for this training course is **10 users**

Pre-Requisites and Skills
- User can demonstrate basic Windows skills
- User has been given necessary permissions
- Mobile CAD templates have been configured and assigned to all users
- Users are set up as a unit and personnel assigned (unless unit number will be selected by the user)
- Workflow has been configured

Training Topics

Training

Mobile Layout Review
- Blue header
- Blue Menu Drawer
  - History
  - Menu links
  - Quick Access buttons
- Gray notification bar
- CAD Action buttons
  - Available – to put yourself on duty
- Two CAD windows

Set up mobile CAD windows
- CAD Unit List
  - Set up filters
  - Configure columns
- CAD CFS List
  - Set up filters
  - Configure columns
- Save Layout

Open CAD Map
- Map Icons
- Set objects and map layers
- Searching - by name, circle
- Finding an object - units, CFS, map markers
- Map Marker
- Routing
- Map information - coordinates, names, things at location

Other CAD Windows
- Instant Messaging
- NCIC
- Bulletins

CFS and Response
- Response View Screen
  - CFS Details (incident, location & alert icons)
  - Address Card
  - Web Map – google
  - Tabs

- Summary
- Names
- Vehicles
- Command Log
- Assigned Units
- Location Notes
- SOP (if configured)
- CLQ Pictures (if purchased)
- NCIC (if purchased)
  - o Add to Call Details
- Managing your status
- Clearing the call for service

Field Identification
- Review and filter the log
- Adding a new FI and completing necessary fields

Self-Initiated Events (traffic stops, etc.)
- CAD button and filling out the form
  - o Locations: intersections and common addresses
  - o Plates – master vehicle searches
- Adding driver's name to call for service
- Assigning yourself a case number
  - o Show how link takes you to case
  - o Dispatch completed parts already in case
    - Case Info
    - Names
    - Vehicles
    - Links
      - CFS info
      - Commands
      - NCIC
- Leaving Scene/Arriving command buttons
- Clearing the event and assigning a disposition

Useful Dashboard Parts
Cases Log
- Filtering and more options
- Results and details pane

Case Reporting
- Case Information
- Add offenses – involvement wizard
- Add names
  - o No Offender Data
  - o Unknown Offender
  - o Master Names
- Vehicles
- Property/Evidence
  - o Log review

- o Entering new evidence
- o Print labels (if barcode printer/scanner purchased)
- Forms
  - o Narratives
  - o Custom forms
- NIBRS – Review and Fix Common Errors
- Approval – Finish My Own
- Tasks
- Adding to a case
- Case Notes

Investigative Leads (if purchased and configured)
- Review & Filter
- Creating a new lead from Case or Log
- Lead Details
- Assignment
- Info Collected
- Review & Import

Mobile CAD Training Agenda

Course Duration

4 hours

Description and Goals

Learn to use mobile CAD in the daily functions of patrol. Manage calls for service, send NCIC queries, view records, perform master searches and manage your status.

Learning Objectives

Upon completion of this training, the participant will be able to:

- Configure Mobile CAD windows
- Review and manage Calls for Service
- Assign yourself an Incident Report
- Send and receive NCIC queries (if purchased)
- View records, such as warrants or protection orders
- Perform master searches

Target Audience

Central Square recommends the following Client staff attend:

- Patrol officers
- Patrol supervisors
- School resources officers

Classroom and Course Materials

Projector:	One projector is required for the presentation
Workstations:	One mobile workstation per student with CST Pro Mobile and mapping (if purchased) is required
Whiteboard:	Whiteboard access for note taking and visual aids
Internet Access:	Internet access is required
Server:	Access to the designated internal virtual system is required
Room Layout:	Recommended setup would be classroom style
Lunch:	None provided
Breaks:	Short breaks as needed

Maximum Class Size

The maximum class size for this training course is **10 users**

Pre-Requisites and Skills

- User can demonstrate basic Windows skills
- User has been given necessary permissions
- Completed Basics Training
- Mobile CAD templates have been configured and assigned to all users
- Users are set up as a unit and personnel are assigned (unless unit number will be selected by the user)

Training Topics

Gahanna Police, OH
Pro Suite Contract

Topic
Introduction and Review of Agenda

Mobile Layout Review
• Blue header
• Blue Menu Drawer
    ○ History
    ○ Menu links
    ○ Quick Access buttons
• Gray notification bar
• CAD Action buttons
    ○ Available – to put yourself on duty
• Two CAD windows
Set up mobile CAD windows
• CAD Unit List
    ○ Set up filters
    ○ Configure columns
• CAD CFS List
    ○ Set up filters
    ○ Configure columns
• Save Layout
Open CAD Map
• Map Icons
• Set objects and map layers
• Searching - by name, circle
• Finding an object - units, CFS, map markers
• Map Marker
• Routing
• Map information - coordinates, names, things at location
Other CAD Windows
• Instant Messaging
• NCIC
• Bulletins

CFS and Response
• Response View Screen
    ○ CFS Details (incident, location & alert icons)
    ○ Address Card
    ○ Web Map – google
    ○ Tabs
        ▪ Summary
        ▪ Names
        ▪ Vehicles
        ▪ Command Log
        ▪ Assigned Units
        ▪ Location Notes
        ▪ SOP (if configured)

- - CLQ Pictures (if purchased)
    - NCIC (if purchased)
  - o Add to Call Details
- Managing your status
- Clearing the call for service

Field Identification
- Review and filter the log
- Adding a new FI and completing necessary fields

Self-Initiated Events (traffic stops, etc.)
- CAD button and filling out the form
  - o Locations: intersections and common addresses
  - o Plates – master vehicle searches
- Adding driver's name to call for service
- Assigning yourself a case number
  - o Show how link takes you to case
  - o Dispatch completed parts already in case
    - Case Info
    - Names
    - Vehicles
    - Links
      - CFS info
      - Commands
      - NCIC
- Leaving Scene/Arriving command buttons
- Clearing the event and assigning a disposition

Property & Evidence Management Training Agenda

Class Duration
2 Hour

Description and Goals
Various ways to manage the property and evidence room, perform audit trails and manage digital evidence.

Learning Objectives
Upon completion of this training, the participant will be able to:
- Manage physical and digital evidence
- Perform an audit

Target Audience
Central Square recommends the following Client staff attend:
- Property/Evidence Room Managers

Classroom and Course Materials

Projector:	One projector is required for the presentation
Workstations:	One workstation per student with PRO Suite installed is required
Whiteboard:	Whiteboard access for note taking and visual aids
Internet Access:	Internet access is required
Server:	Access to the designated internal virtual system is required
Room Layout:	Recommended setup would be classroom style
Lunch:	None Provided
Breaks:	None Provided

Maximum Class Size
The Maximum class size for this training course is **10 users**

Pre-Requisites and Skills
- User can demonstrate basic Windows skills
- User has been given necessary permissions
- Completed Basics Training
- Barcode printer/scanner (it must be installed and configured in the training room)

Training Topics

Topic
Introduction **Useful Dashboard Parts:** • Property Awaiting Destruction • Property Awaiting Release • Property in Temporary Locations • Property Out of Custody **Reviewing & filtering the P/E Log** • Type • Status • Category • Locations **Bulk Manage Evidence (from list or bar codes)** • Transfers • Receiving property back • Putting evidence into awaiting statuses • Releasing, destroying or auctioning property • Entering a Manual Log Entry **Chain of custody logs and receipts** **Printing bar code labels** **Updating targeted disposal dates** **Recovering stolen property** **Managing Digital Evidence** • Filtering Log • Exporting digital evidence • Exporting digital photo metadata **Inventory Audits** • Reviewing the inventory audit log • Performing an inventory audit (from list or barcode) • Printing/signing audits **If Purchased, Extend** • Filtering log • Selecting your default filter • Viewing property/evidence details • Managing individual items • Gathering signatures in Chain of Custody log

Records Training Agenda

Class Duration

4 Hours

Description and Goals

Be able to enter, edit and review various police records, such as warrants, protection orders, sex offenders, bicycle registrations, pistol permits and parking tickets.

Learning Objectives

Upon completion of this training, the participant will be able to:

- Enter new records into the various records modules
- Edit records
- Review the logs of records

Target Audience

Central Square recommends the following Client staff attend:

- Records clerk responsible for maintaining police records
- Dispatchers responsible for entering records

Classroom and Course Materials

Projector:	One projector is required for the presentation
Workstations:	One workstation per student with PRO Suite installed is required
Whiteboard:	Whiteboard access for note taking and visual aids
Internet Access:	Internet access is required
Server:	Access to the designated internal virtual system is required
Room Layout:	Recommended setup would be classroom style
Lunch:	None Provided
Breaks:	None Provided

Maximum Class Size

The Maximum class size for this training course is **10 users**

Pre-Requisites and Skills

- User can demonstrate basic Windows skills
- User has been given necessary permissions
- Completed Basics Training

Training Topics

Topic
*** Note – we will only cover those records your department chooses to use*

Warrants
- Log review and filtering criteria/results
- Adding new entry
- Reviewing the record & editing details
- Adding Forms (scanning in original paperwork)
- Adding Service Attempts
- Changing Status
- Linking records (like the CFS, etc.)
- Sending a message from the warrant
- Printing

Protection Orders
- Log review and filtering criteria/results
- Adding new entry – Wizard with 5 forms to complete
- Reviewing the record & editing details
- Adding Forms (scanning in original paperwork)
- Adding Service Attempts
- Sheriff Returns
- Changing Status
- Linking records (like the CFS, etc.)
- Sending a message from the protection order
- Printing

Pistol Permits
- Log review and filtering criteria/results
- Adding new entry
- Reviewing the record & editing details
- Adding Forms
- Financials/Invoices/Payments (if financial was purchased)
- Printing

Pawn Property
- Log review and filtering criteria/results
- Adding new entry
- Reviewing the record & editing details
- Adding Forms & Photos
- Printing

Bicycle Registrations
- Log review and filtering criteria/results
- Adding new entry
- Reviewing the record & editing details
- Adding Forms & Photos
- Printing

Parking Tickets

- Log review and filtering criteria/results
- Adding new entry
- Reviewing the record & editing details
- Adding Forms & Photos
- Printing

Sex Offenders

- Log review and filtering criteria/results
- Adding new entry
- Reviewing the record & editing details
- Adding Forms, photos, etc.
- Adding verification attempts
- Printing

Triple I

- Log review and filtering criteria/results
- Adding new entry
- Running subject through NCIC
- Attaching documents
- Printing

Master Record Notes

- Log review and filtering criteria
- Adding a new Master Record Note
- Updating the record: Expiring it or making it inactive

Merging Duplicate Master Records

- Running Duplicate Reports
- Searching duplicate records
- Merging records

Sealing Records

- Selecting groups or individuals who can still access the record
- Documenting the reason and date for the sealing
- Unsealing a record

Expunging Records

- Selecting what gets expunged
- Reviewing expunged items

Citations

- Log review and filtering criteria/results
- Adding new entry
- Linking to Case - adding/updating case with information from citation
- Reviewing the record & editing details
- Adding Forms, documents
- Printing

Warnings

- Log review and filtering criteria/results
- Adding new entry
- Linking to Case - adding/updating case with information from citation
- Reviewing the record & editing details
- Adding Forms, documents
- Printing

Gahanna Police, OH
Pro Suite Contract

Basic Accident Reports
- Log review and filtering criteria/results
- Adding new entry
- Linking to Case - adding/updating case with information from citation
- Reviewing the record & editing details
- Adding Forms, documents
- Printing

Cases Log
- Log review and filtering criteria/results
- View Details Pane
- Add information to a case file
- Printing/Redacting

CFS Log
- Log review and filtering criteria/results

Report Generator Training Agenda

Course Duration

2 Hours

Description and Goals

Ability to create reports in PRO Suite, defining them as recurring reports and/or dashboard parts.

Learning Objectives

Upon completion of training, participants will be able to:

- Create a simple report
- Group and sort data
- Add a graph to a report
- Create a report a dashboard part
- Create a report a recurring report

Target Audience

Central Square recommends the following client staff attend:

- Supervisors
- Administration

Classroom and Course Materials

Projector:	One projector for the presentation
Workstations:	One workstation per student with PRO Suite installed
Whiteboard:	Whiteboard access for note taking and visual aids
Internet Access:	Internet access is required
Server:	Access to the designated internal virtual system
Room Layout:	Classroom style recommended
Lunch:	None Provided
Breaks:	None Provided

Maximum Class Size

The maximum class size for this training course is **10 participants**

Pre-Requisites and Skills

- Demonstration of basic Windows skills
- Necessary permissions granted
- Completed PRO Suite Basics Training
- Completed end-user training for one of the following: CFS, Jail, Records, Civil or Cases

Training Topics

Training
List Reports

- Selecting Main Item
- Adding Data Fields
    - Header & Data placement
    - Resizing
    - Renaming
    - Selecting as Group/Sort
- Adding Grouping/Sorting
- Discussing of a placeholder
- Selecting filters
- Running/editing reports
- Saving Report
- Copying Report
- Exporting to Excel

Crosstabs Reports

- Selecting main item
- Selecting the two fields
- Selecting filters
- Running/editing reports
- Saving Report
- Copying Report
- Exporting to Excel

Aggregates

- Selecting main items for running aggregates
- Moving Header/Data placements

Charts

- Maps - include latitude/longitude in report
- Line Graphs
- Bar Graphs
- Selecting report or chart when running report

Dashboard Parts

- Selecting report or chart to be a Dashboard Part
- Selecting items to use as links
- Naming the Dashboard Parts
- Adding Dashboard Parts to Dashboard

Recurring Reports

- Adding a new recurring report
- Selecting how often to run report
- Selecting how to receive the report (email or folder)

State Reporting/NIBRS Training Agenda

Course Duration

4 Hours

Description and Goals

Review key concepts with NIBRS and discuss the effects the transition may have on current processes. We will also conduct a practical exercise and review error corrections, create a NIBRS submission file, and review prior submission logs

Learning Objectives

Upon completion of this training, the participant will be able to:

- Become familiar with NIBRS keys concepts
- Create a NIBRS submission file
- Understand and Correct NIBRS errors
- Review prior submission logs

Target Audience

Central Square recommends the following Client staff attend:

- Staff responsible for correcting NIBRS errors prior to submitting cases to the state

NOTE: Correcting NIBRS errors is covered in Cases classes so primary case report writers can fix their errors and do not attend this session

- Staff responsible for submitting cases to the state

Classroom and Course Materials

Projector:	One projector is required for the presentation
Workstations:	One workstation per student with PRO Suite installed is required
Whiteboard:	Whiteboard access for note taking and visual aids
Internet Access:	Internet access is required
Server:	Access to the designated internal virtual system is required
Room Layout:	Recommended setup would be classroom style
Lunch:	None Provided
Breaks:	Short breaks as needed

Maximum Class Size

The Maximum class size for this training course is **10 users**

Pre-Requisites and Skills

- User can demonstrate basic Windows skills
- User has been given necessary permissions
- Completed Basics Training

Training Topics

Training
Introduction to NIBRS

Introduction to NIBRS
NIBRS Summary Log
- Adjust dates
- What the colors mean in the log

Fixing NIBRS Errors
- Discuss the different areas of a case that impact NIBRS
- Share examples of common errors and how to fix them
- Examples to go over: 13A Assault (Crime Against Person), 35A Drugs/Narcotics Violation (Crime Against Society), 290 Vandalism (Crime Against Property)

Notifying Officer/Deputy/Supervisor to fix NIBRS Errors
- Demonstrate how to send message directly from the case screen
- Demonstrate how to attach case report in messages for a refresher from basics

Creating the NIBRS Submission Report
- Discuss automatic electronic submission vs .txt file upload submission
- Depending on State – discuss frequency of submissions allowed

Reviewing previous submission logs
- Show how to check unvalidated/rejected reports
- Show how to re-submit reports

EXHIBIT 6
Using/Accessing Agency Guidelines

The following agencies are authorized to use the Customer's system in the quantities specified in Exhibit 1. Customer acknowledges and agrees to be responsible for these authorized agencies use of the System and to bind each authorized agency to all terms of the Agreement as reasonably applicable. In the event of breach, or threatened breach of the provisions of the Agreement, Supplier has no adequate contractual remedy with the Authorized agencies and accordingly shall be entitled to pursue remedy direct from the Customer.   The Customer shall be the point of contact for each of these authorized agencies in the event that support services are required or requested by said authorized agency. Customer agrees to be responsible for all payment obligations incurred by any authorized agency inclusive of support and any additional purchases under the Change Order/Amendment processes as described in the Agreement.

Accessing Agencies

Reynoldsburg Police Department, Whitehall Police Department, Bexley Police Department, Grandview Heights Police Department

EXHIBIT 7
Intentionally Removed

EXHIBIT 8
Managed Services Provisions

1.0   Software Updates

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

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

     1.1   Included Updates

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

     1.   Bug fixes;

     2.   Enhancements to products licensed by Customer under this Agreement;

     1.2   Not-Included Updates

     Updates do not include:

     1.   Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms

     2.   New functions such as new modules, components, products, or applications.

2.0   Hardware Updates

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

3.0   Support

3.1   General Support

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

Support does not include custom programming services or training.

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

3.2   Remote Support

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

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

3.3   GIS Data Maintenance

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

CentralSquare will provide one (1) GIS update per month and an update script for Customer as part of this Agreement.

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

3.4   Server Hardware Maintenance

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

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

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

3.5   Customer Responsibilities

3.5.1   Access to Premises

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

3.5.2   CentralSquare Server Access

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

3.5.3   Network Configuration Notification Requirements

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

3.5.4   System Administrator

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

3.5.5   Security

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

3.5.6   System Updates

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

EXHIBIT 9
CentralSquare's BAFO
(Incorporated by Reference)

EXHIBIT 10
CentralSquare's Proposal Response
(Incorporated by Reference)