

RESOLUTION NO. 2023- 2988

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF (i) A FULLY INTEGRATED COMPUTER AIDED DISPATCH (CAD) SYSTEM AND RELATED ANCILLARY SERVICES FROM CENTRALSQUARE TECHNOLOGIES, INC., (ii) A CITATION SYSTEM FROM LEXISNEXIS, AND (iii) VEHICLE PRINTERS FROM CDW GOVERNMENT LLC, FOR THE POLICE DEPARTMENT; FINDING THAT THE PURCHASES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(3) AND (7)(K) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") Police Department is in need of a fully integrated computer system, including a computer aided dispatch system, including a records management system, police report writing, program, mobile field reporting/field operations program, personnel/admin module, citizens reporting system, criminal case management tracking/criminal intelligence module, property and evidence module, GIS Mapping, E Citations, field training module, AVL Mapping, and connectivity to local, county, and state agency systems (the "CAD System") to facilitate the provision of day-to-day operations of the Police Department; and

WHEREAS, on June 22, 2022, the City of Plantation, Florida ("Plantation") competitively awarded CentralSquare Technologies, LLC ("Central Square") a contract for the CAD System pursuant to Request for Sealed Proposals No. 038-21 (the "Plantation Contract"); and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, the Town Commission finds that the purchase contemplated by the Town for the CAD System has already been competitively bid by Plantation and is exempt from competitive bidding pursuant to Section 3-13(3) of the Town's Code ("Code"); and

WHEREAS, in accordance with the pricing of the Plantation Contract, Central Square has provided the Town with a quote, attached hereto as Exhibit "A" (the "Quote"), for the CAD System and related maintenance and subscription services (the "Ancillary Services") in the amount of \$196,075.60 for the first year and \$88,539.60 for the Ancillary Services after the first year (the "Central Square Purchase"); and

WHEREAS, pursuant to Section 3-13(3) of the Town's Code, the Town Commission seeks to approve the Central Square Purchase and authorize the Town Manager to negotiate and enter into an Agreement, in substantially the form attached hereto as Exhibit "B" (the "Agreement"), with Central Square consistent with the terms and conditions of the Plantation Contract and the Quote attached hereto as Exhibit "A"; and

WHEREAS, the Town Police Department also requires 21 electronic citation writing system licenses for the Town's patrol officers (the "Citation System"); and

WHEREAS, the Town Commission wishes to authorize the Town Manager to purchase the Citation System in the amount of \$22,705.20 from LexisNexis Risk Solutions Inc. ("LexisNexis"), consistent with the quote attached hereto as Exhibit "C" (the "Citation System Purchase"); and

WHEREAS, the Town Police Department also requires twenty-five (25) police vehicle printers and related supplies and equipment (the "Vehicle Printers") for the Town's patrol officers; and

WHEREAS, the Town Commission wishes to further authorize the Town Manager to purchase the Vehicle Printers at a total cost of \$12,373.25 from CDW Government LLC (“CDW-G”), consistent with the quote attached hereto as Exhibit “D” (the “Vehicle Printer Purchase”); and

WHEREAS, the Town Commission finds that the Citation System Purchase and the Vehicle Printer Purchase are exempt from competitive bidding per Section 3-13(7)(K) of the Town Code as purchases or contracts for equipment and services related to the Town’s fleet and infrastructure; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of CAD System Purchase, Citation System Purchase, and Vehicle Printer Purchase. The Town Commission hereby approves (i) the CAD System Purchase from Central Square in the amount of \$196,075.60 for the first year and \$88,539.60 for the Ancillary Services after the first year, (ii) the Citation System Purchase from LexisNexis in the amount of \$22,705.20, and (iii) the Vehicle Printer Purchase from CDW-G in the amount of \$12,373.25.

Section 3. Authorization. The Town Manager is hereby authorized to negotiate and execute the Agreement with Central Square for the CAD System Purchase, in substantially the form attached hereto as Exhibit “B,” consistent with the terms of the

Plantation Contract and the Quote attached hereto as Exhibit "A," subject to the approval of the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to execute any purchase order or required documentation necessary to make the Citation System Purchase in accordance with the quote attached hereto as Exhibit "C" from LexisNexis and the Vehicle Printer Purchase in accordance with the quote attached hereto as Exhibit "D" from CDW-G, subject to the approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Exemption from Competitive Bidding. The Town Commission hereby finds that the CAD System Purchase utilizing the Plantation Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code. The Town Commission further finds that the Citation System Purchase and Vehicle Printer Purchase are exempt from competitive bidding pursuant to Section 3-13(7)(K) of the Town Code.

Section 5. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the CAS System Purchase, Citation System Purchase, Vehicle Printer Purchase, and the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of April, 2023.

Motion By: Vice Mayor Rose
Second By: Commissioner Landsman


FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>




Shlomo Danzinger, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



Quote prepared on:

February 23, 2023

Quote prepared by:

Nick Hempel

brian.hempel@centralsquare.com

Quote #: Q-94195

Primary Quoted Solution: PSJ Pro

Quote expires on: September 01, 2023

Quote prepared for:

John Healy

Surfside Police Department

9293 Harding Ave

Surfside, FL 33154

305-861-4862

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,104.38	- 220.88	883.50
2.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
3.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00		0.00
4.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	3,313.12	- 662.62	2,650.50
5.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
6.	CAD PS Pro Core Annual Subscription Fee	1	4,418.63	- 883.73	3,534.90
7.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00		0.00
8.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00		0.00
9.	CAD PS Pro to FTO Integration (Agency Site License) Annual Subscription Fee	1	0.00		0.00

CAD Software Subtotal 8,836.13 USD
CAD Software Discount - 1,767.23 USD
CAD Software Total 7,068.90 USD

MORE INFORMATION AT CENTRALSQUARE.COM

MAPPING

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
10.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,767.00	- 353.40	1,413.60
11.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	103.08	- 20.62	82.46
12.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,178.00	- 235.60	942.40
13.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,567.46	- 313.49	1,253.97
14.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	235.12		235.12
15.	Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	- 626.98	2,507.92
16.	Mapping PS Pro TAIP AVL Interface (Import) Annual Subscription Fee	1	3,681.25	- 736.25	2,945.00

Mapping Software Subtotal	11,666.81 USD
Mapping Software Discount	- 2,286.34 USD
Mapping Software Total	9,380.47 USD

MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
17.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	30	120.00		3,600.00
18.	Mobile PS Pro AVL Annual Subscription Fee	40	58.90	- 471.20	1,884.80
19.	Mobile PS Pro CAD Annual Subscription Fee	40	132.53	- 1,060.40	4,240.80
20.	Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	- 294.50	1,178.00
21.	Mobile PS Pro Mapping Annual Subscription Fee	40	214.03	- 1,712.40	6,848.80
22.	Mobile PS Pro NCIC Annual Subscription Fee	40	0.00		0.00
23.	Mobile PS Pro Records Annual Subscription Fee	40	279.78	- 2,238.40	8,952.80

Mobile Software Subtotal	32,482.10 USD
Mobile Software Discount	- 5,776.90 USD
Mobile Software Total	26,705.20 USD

PERSONNEL/ADMIN

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
24.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	484.10	- 96.82	387.28
25.	Administration PS Pro Core Annual Subscription Fee	1	1,178.00	- 235.60	942.40
26.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	659.81	- 131.96	527.85
27.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
28.	Personnel PS Pro Core Annual Subscription Fee	1	0.00		0.00

Personnel/Admin Software Subtotal	2,321.91 USD
Personnel/Admin Software Discount	- 464.38 USD
Personnel/Admin Software Total	1,857.53 USD

RECORDS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
29.	Field Training Online (Stand-Alone)- Annual Subscription Fee	1	3,500.00	- 700.00	2,800.00
30.	PS Pro Records FL LInX Interface (Export) Annual Subscription Fee	1	7,511.66	- 1,502.33	6,009.33
31.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,384.15	- 276.83	1,107.32
32.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	4,152.45	- 830.49	3,321.96
33.	Records PS Pro Core Annual Subscription Fee	1	2,209.00	- 441.80	1,767.20
34.	Records PS Pro FL Crime Reporting (FIBRS) Interface Annual Subscription Fee	1	0.00		0.00
35.	Records PS Pro FL TraCS Accident Reporting Interface (Import) Annual Subscription Fee	1	2,945.85	- 589.17	2,356.68
36.	Records PS Pro FL TraCS eCitations Interface (Import) Annual Subscription Fee	1	2,945.85	- 589.17	2,356.68

37.	Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00	0.00
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Records Software Subtotal	24,648.96 USD
Records Software Discount	- 4,929.79 USD
Records Software Total	19,719.17 USD

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
38.	PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
39.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
40.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
41.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
42.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00

Servers Software Total	1,788.00 USD
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SUITE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
43.	Community Data Platform Annual Subscription Fee	1	0.00		0.00
44.	PS Pro FCIC/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18	- 853.44	3,413.74
45.	PS Pro FCIC/NCIC Interface (Criminal History) Annual Subscription Fee	1	387.93	- 77.59	310.34
46.	PS Pro FCIC/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40	- 620.68	2,482.72
47.	PS Pro Reporting Core Annual Subscription Fee	1	0.00		0.00
48.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00		0.00
49.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00		0.00
50.	Public Safety Citizen Reporting Annual Subscription Fee	1	2,500.00	- 500.00	2,000.00

Suite Software Subtotal	10,258.51 USD
Suite Software Discount	- 2,051.71 USD
Suite Software Total	8,206.80 USD

SOFTWARE SUMMARY

Software Subtotal	92,002.42 USD
Software Discount	- 17,276.35 USD
Software Total	74,726.07 USD

WHAT SERVICES ARE INCLUDED?

SERVICES

DESCRIPTION	TOTAL
1. Public Safety Consulting Services - Fixed Fee	34,710.00
2. Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
3. Public Safety Project Management Services - Fixed Fee	27,885.00
4. Public Safety Technical Services - Fixed Fee	20,280.00
5. Public Safety Training Services - Fixed Fee	15,015.00

Services Services Total	105,690.00 USD
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SERVICES SUMMARY

Services Total	105,690.00 USD
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WHAT HARDWARE IS INCLUDED?

HARDWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. PS Pro - Barcode Scanner and Printer Pack (Wasp) Hardware	2	923.00	1,846.00

Hardware Hardware Total	1,846.00 USD
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SERVERS

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
2. PS Pro Production Server Annual	1	5,283.25	5,283.25

Subscription Fee			
3. PS Pro Training/Testing Server Annual Subscription Fee	1	3,775.59	3,775.59
4. PS Pro Warm Standby Server Annual Subscription Fee	1	4,754.69	4,754.69
		Servers Hardware Total	13,813.53 USD

HARDWARE SUMMARY

Hardware Total 15,659.53 USD

QUOTE SUMMARY

Software Subtotal 92,002.42 USD

Services Subtotal 105,690.00 USD

Hardware Subtotal 15,659.53 USD

Quote Subtotal	213,351.95 USD
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Discount	- 17,835.55 USD
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Quote Total	196,075.60 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	88,539.60

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a



Quote prepared on:
February 23, 2023

Quote prepared by:
Nick Hempel
brian.hempel@centralsquare.com

Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

ATTACHMENT A

Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Terms and Conditions for Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer has purchased subscription based software previously and is purchasing additional subscription priced software under this Agreement. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Agreement.

Annual subscription fees are invoiced upon execution and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year.

2. **Termination of Access Rights.** Upon termination or expiration, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination or expiration; (ii) Customer's right to the accessed software granted shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
3. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of access, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the Software to monitor compliance no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
CENTRAL SQUARE CORP.**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the "Town"), and **CENTRAL SQUARE TECHNOLOGIES, LLC.**, a foreign limited liability company authorized to do business in Florida (hereinafter, the "Contractor"). Collectively, the Town and the Contractor are referred to as the "Parties."

WHEREAS, the Town Police Department is in need of a fully integrated computer system, including a computer aided dispatch system, including a records management system, police report writing, program, mobile field reporting/field operations program, personnel/admin module, citizens reporting system, criminal case management tracking/criminal intelligence module, property and evidence module, GIS Mapping, E Citations, field training module, AVL Mapping, and connectivity to local, Plantation, and state agency systems (the "CAD System") to facilitate the provision of day-to-day operations of the Police Department; and

WHEREAS, on June 22, 2022, the City of Plantation, Florida ("Plantation") competitively awarded the Contractor a contract for the CAD System pursuant to Request for Sealed Proposals No. 038-21 (the "Plantation Contract"); and

WHEREAS, pursuant to the terms, conditions, and rates of the Plantation Contract, the Town desires to purchase the CAD System and related maintenance and subscription services (the "Ancillary Services") in the amount of \$196,075.60 for the first year and \$88,539.60 for the Ancillary Services after the first year, all as set forth in greater detail in the Contractor's Quote attached hereto as Exhibit "A" (the "CAD System Purchase"); and

WHEREAS, as part of the CAD System Purchase, the Contractor has proposed entering into a Subscription Service License & Use Agreement, attached hereto as Exhibit "B" (the "Subscription Service Agreement"), a Software License and Service Agreement, attached hereto as Exhibit "C" (the "Software Agreement"), and the Community Data Platform Membership Program Agreement, attached hereto as Exhibit "D" (the "Community Data Platform Agreement"); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Plantation Contract, the Subscription Service Agreement, and the Software Agreement in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, Plantation or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, the Town desires to engage the Contractor for the CAD System Purchase and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Town and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Plantation Contract, the Subscription Service Agreement, the Software Agreement, and the Community Data Platform Agreement are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Plantation Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Agreement;
 - B. Second Priority: E-Verify Affidavit;
 - C. Third Priority: the Plantation Contract;
 - D. Fourth Priority: Exhibit A – Contractor's Quote;
 - E. Fifth Priority: Exhibit B — the Subscription Service Agreement;
 - F. Sixth Priority: Exhibit C – the Software Agreement; and
 - G. Seventh Priority: Exhibit D –the Community Data Platform Membership Program
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Plantation Contract unless otherwise provided in this Agreement. All references to Miami-Dade Plantation shall be replaced with the Town of Surfside where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation.** Compensation to the Contractor for the CAD System Purchase, including one year of Ancillary Services, shall be in an amount not to exceed \$196,075.60, in accordance with the rates of the Plantation Contract and the Contractor's Quote attached hereto as Exhibit "A." Compensation for Ancillary Services shall be in an amount not to exceed \$88,539.60 annually for four years following the CAD System Purchase.

6. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

7. Ownership and Access to Records and Audits.

- A. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- B. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- C. Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- E. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- F. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- G. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- H. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCready, MMC
Mailing address: 9293 Harding Avenue
 Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccready@townofsurfsidefl.gov

8. Subscription Service Agreement Amended.

A. Section IV, "Fees; Payment; Taxes," of the Subscription Service Agreement is hereby amended as follows:

Section IV. Fees; Payment; Taxes.

C. CentralSquare shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5% after the third, Renewal Term.

D. ~~Omitted. All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.~~

B. Section V, "Fees; Payment; Taxes," of the Subscription Service Agreement is hereby amended as follows:

Section V. Fees; Payment; Taxes.

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of contract execution unless the Agreement is otherwise terminated as set forth

herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users. If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall pay ~~one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid and Central Square has provided the implementation services.~~ If Client terminates this Agreement for convenience during any Renewal Term, Client shall pay one hundred percent of the remaining fees owed for the Renewal Term.

J. Subject to Chapter 119, Florida Statutes:

1. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, CentralSquare shall remove and destroy Client's data. CentralSquare will not return the data to the Client as the Client still retains the source data.

C. Section VI, "Client Responsibilities," of the Subscription Service Agreement is hereby amended as follows:

VI. Client Responsibilities.

C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Information into Client's database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by CentralSquare and the input and modification of Client's database shall be performed solely by Client, except that Central Square shall be responsible in the event it imports Client information in a negligent manner. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in CentralSquare's policy for inputting Client Information in any Documentation CentralSquare provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not CentralSquare assisted Client with the development or construction of such reports and displays and other uses of the Client Information, except that Central Square shall be responsible in the event it assists Client in a negligent manner.

D. Section VII, "Confidentiality, Privacy, and Business Associate Provisions," of the Subscription Service Agreement is hereby amended as follows:

VII. Confidentiality, Privacy and Business Associate Provisions. Subject to Chapter 119, Florida Statutes, Central Square and Client agree as follows:

A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of CentralSquare. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of CentralSquare's trade secrets or confidential information without CentralSquare's prior written consent for any such disclosure.

B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. CentralSquare shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to CentralSquare for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) CentralSquare hosts on services for access by and transmission to the Authorized Users via the Internet. CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.

C. In addition to CentralSquare's obligations regarding nondisclosure of Client Information set forth above, in the event that CentralSquare is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, CentralSquare shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.

D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that CentralSquare has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.

E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed

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

F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

H. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

E. Section VIII, "Ownership," of the Subscription Service Agreement is hereby amended as follows:

VIII. Ownership. Subject to Chapter 119, Florida Statutes, Central Square and Client agree as follows:

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

Client agrees that CentralSquare has and retains all rights to use any data and

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

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

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

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

F. Section IX, "Disclaimer; Limitation of Liability," of the Subscription Service Agreement is hereby deleted in its entirety.

G. Section X, "Indemnification," of the Subscription Service Agreement is deleted in its entirety hereby and replaced as follows:

X. Indemnification.

A. Central Square shall indemnify and hold harmless the Client/Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Central Square and third parties made pursuant to this Agreement. Central Square shall reimburse the Client/Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Central Square's performance or non-performance of this Agreement.

B. Nothing herein is intended to serve as a waiver of sovereign immunity by the Client/Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

The Client/Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

C. The provisions of this section shall survive termination of this Agreement.

H. Section XIII, "Governing Law," of the Subscription Service Agreement is deleted in its entirety hereby and replaced as follows:

Section XIII. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

I. Section XIV, "Integration," of the Subscription Service Agreement is hereby amended as follows:

XIV. Integration.

~~This Agreement contains the entire understanding between the parties and supersede any proposal or prior agreement regarding the subject matter herein.~~

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

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

9. Software Agreement Amended.

A. Section 3.5, "Late Payment," of the Software Agreement is hereby amended as follows:

~~**3.5 Late Payment.** If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement. Reserved.~~

- B. Section 4.3, "Confidentiality," of the Software Agreement is hereby amended as follows:

4.3 Confidentiality

Except as otherwise provided in this Agreement and subject to the limitations of Chapter 119, Florida Statutes, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

- C. Section 4.6, "Limited Warranties," of the Software Agreement is hereby amended as follows:

4.6 Limited Warranties

~~CENTRAL SQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.~~

- D. Section 4.8, "Insurance Provision," of the Software Agreement is hereby amended as follows:

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

(d) Cyber Liability Insurance: Cybe Liability Insurance or equivalent form with a limit of of \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

- E. Section 5.0, "Indemnification," of the Software Agreement is hereby amended as follows:

5.0 Indemnification and Limitation of Liability

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

Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Nothing herein is intended to serve as a waiver of sovereign immunity by the Customer/Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

~~Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.~~

~~**IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.**~~

F. Section 6.0, "Term & Termination," of the Software Agreement is hereby amended as follows:

6.0 Term & Termination

A. This Agreement shall commence upon execution hereof and shall continue in

full force and effect for a period of one (1) year from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. ~~If Client terminates this Agreement at any time during an annual term, Client shall pay one hundred percent (100%) of the remaining fees owed for the term plus implementation fees if not already paid.~~

B. At the conclusion of the annual term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). (Any Renewal Term collectively referred to herein as the "Term").

6.4 Termination without Cause

~~After the fifth Renewal Term, this Agreement and the Software use granted herein may be terminated by either party by providing notice one hundred eighty (180) days prior to the date the next Renewal Term payment is due. The Town, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.~~

G. Section 8.3, "Forum Selection," of the Software Agreement is hereby amended as follows:

8.3 Forum Selection

~~The Parties hereby submit to the exclusive jurisdiction and venue of Florida, or federal courts with respect to any action between the Parties relating to this Agreement. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.~~

H. Section 8.17, "Entire Agreement," is hereby deleted in its entirety.

10. Community Data Platform Agreement Amended.

A. The Section entitled, "Confidentiality," of the Community Data Platform Agreement is hereby amended as follows:

Confidentiality. Subject to Chapter 119, Public Records, Client and Central Square agree as follows:

B. The Section entitled, "Ownership and Rights," of the Community Data Platform Agreement is hereby amended as follows:

Ownership and Rights. Subject to Chapter 119, Public Records, Client and Central Square agree as follows:

C. The Section entitled, "Liability," of the Community Data Platform Agreement is hereby deleted in its entirety.

D. The Section entitled, "Confidentiality," of the Community Data Platform Agreement is hereby amended as follows:

11. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

By: _____
Hector Gomez
Acting Town Manager

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Hector Gomez
Town of Surfside
Attn: Interim Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
hgomez@townofsurfsidefl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

By: _____

Name: _____

Title: _____

Entity:

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

**EXHIBIT A
CONTRACTOR'S QUOTE**

EXHIBIT B
Subscription Services Agreement

EXHIBIT C
Software Agreement

EXHIBIT D
Community Data Platform Agreement

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town of Surfside requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
Plantation of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____
Personally known to me; or
- _____
Produced identification (Type of Identification: _____)
- _____
Did take an oath; or
- _____
Did not take an oath

Quote

LexisNexis® Risk Solutions

1000 Alderman Drive
Alpharetta, GA 30005



March 8, 2023

Quote No.: 03082023 Surfside PD FL

Part Number	Description	Quantity	Unit Price	Amount
78611 One Time Fee	<u>LexisNexis® eCitation</u> <ul style="list-style-type: none"> • Issue traffic, parking, and warning citations • Development for NCIC interface • Includes voice response and distribution of citation numbers 	21	\$ 795.00	\$ 16,695.00
64452 Year 1	<u>LexisNexis® eCitation Annual Support and Maintenance</u> <ul style="list-style-type: none"> • Unlimited customer support (phone and e-mail) • Every critical patch and upgrade released 	21	\$ 143.10	\$ 3,005.10
64452 Year 2	<u>LexisNexis® eCitation Annual Support and Maintenance</u> <ul style="list-style-type: none"> • Unlimited customer support (phone and e-mail) • Every critical patch and upgrade released 	21	\$ 143.10	\$ 3,005.10
Quotes Subtotal				\$ 22,705.20
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Gayle Anstett
gayle.anstett@lexisnexisrisk.com

Signature to Accept Quote: _____

Date: _____

Pricing is guaranteed for 90 days from the date this quote was issued



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

JOSE FELIZ,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

Hello,

ACCOUNT MANAGER NOTES:

Thanks for doing business with us! If you have any additional questions or requests that I can address, please don't hesitate to reach out. Enjoy the rest of your day!

-Kimani

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NGVQ273	3/13/2023	NGVQ273	4538920	\$12,492.50

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother Premium Thermal Paper for PocketJet PJ-673 Mfg. Part#: LB3635 UNSPSC: 14111507 Contract: National IPA Technology Solutions (2018011-01)	100	1936545	\$18.37	\$1,837.00
RAM Tough-Claw RAM-B-400U-C-VPR-102 - mounting kit Mfg. Part#: RAM-B-400U-C-VPR-102 UNSPSC: 31162313 Contract: National IPA Technology Solutions (2018011-01)	25	4645256	\$68.07	\$1,701.75
Brother PocketJet 822 Thermal Printer Mfg. Part#: PJ822-VK	25	7269943	\$358.15	\$8,953.75

SUBTOTAL	\$12,492.50
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$12,492.50

PURCHASER BILLING INFO

DELIVER TO

Billing Address:
TOWN OF SURFSIDE
ACCTS PAYABLE
9293 HARDING AVE
SURFSIDE, FL 33154-3000
Phone: (305) 861-4863
Payment Terms: Net 30 Days-Govt State/Local

Shipping Address:
TOWN OF SURFSIDE
JOSE FELIZ
9293 HARDING AVE
SURFSIDE, FL 33154-3000
Phone: (305) 861-4863
Shipping Method: UPS Ground

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Kimani Smith | (866) 339-4123 | kimasmi@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$12,492.50	\$350.91/Month	\$12,492.50	\$400.88/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

Software License and Service Agreement

Surfside Police Department

Pro Suite Contract

This Software License and Service Agreement (this “Agreement”) entered into as of this ____ day of _____ 20__ by and between Surfside Police Department (“Customer”), having its principal place of business at 9293 Harding Avenue, Surfside, FL 33154 and CentralSquare Technologies LLC (“CentralSquare”), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a “Party” or collectively as the “Parties”.

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement
5. Exhibit E: Additional Terms and Conditions for On-Premise Subscriptions

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

2.0 Software Subscription Access

2.1 Access to Software

In consideration of Customer’s payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive right to use certain CentralSquare software (the “Software”) identified in *Exhibit B: Pricing Detail* only for Customer’s own business purposes in object code format.

2.2 Copies and Modifications

No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from the Software. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

2.3 CentralSquare Server Access and Restrictions on Usage

Customer will ensure that all CentralSquare Server Hardware is directly network accessible (console level access) to CentralSquare at all times via SSH connection; reverse-tunnel or other secure methods of

Pro Suite Contract

connection are not permitted except at the discretion of CentralSquare. There shall be no additional authorization or equipment required except as requested by CentralSquare. Cooperation of Customer's IT department is required with respect to implementation and/or maintenance of the SSH connection. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by CentralSquare's DevOps team. This connection is only utilized by CentralSquare's CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

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

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

2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software subscription fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software and the use granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or non-Server Hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states

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the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Maintenance Agreement*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Server Hardware to Customer

CentralSquare shall ship Server Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware, and Server Hardware, as well as to perform proper facility preparation and maintenance (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and after installation.

3.3 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay CentralSquare the fees, without deduction or offset, set forth in *Exhibit C: Payment Schedule*.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 Software Acceptance

Customer acknowledges that the CentralSquare Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*. This provision does not apply to System Acceptance, which will be achieved in accordance with the implementation, acceptance, and Go Live process as defined in the Statement of

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Work.

3.7 Hardware Acceptance

Customer acknowledges that the Hardware and Server Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.8 Additional Components and Third-Party Applications

Other components (hardware and/or software, collectively “Third-Party Components”) may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

Unless otherwise established in this Agreement, CentralSquare, its employees and/or contractors shall not be obligated to install, utilize or otherwise maintain any type of third-party software application for any purposes. This includes, but is not limited to, VPN, MFA, etc., nor shall be obligated to utilize any type of RSA token and/or functionally similar device for purposes of access to any Customer network, system and/or data. Customer agrees to waive the use of same if required for network access.

3.9 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

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4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including PII (Personal Identifiable Information), to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information (“Security Approved Personnel”). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will

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reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

4.4 Termination for Breach

CentralSquare may immediately terminate this Agreement, including all use rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 Software Warranties

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to grant use of the Software as described in this Agreement.

4.6.1.1 Wireless Service Limitations

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

4.6.2 Hardware and Third-Party Software Warranties

CentralSquare warrants that, at the time of delivery, the Hardware and Server Hardware will be new and unused. CentralSquare will be solely responsible for processing and managing of all Server Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRAL SQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

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MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

5.0 Indemnification and Limitation of Liability

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

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid

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for the term in which the claim arises.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Term & Termination

6.1 Term

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. If Client terminates this Agreement at any time during an annual term, Client shall pay one hundred percent (100%) of the remaining fees owed for the term plus implementation fees if not already paid.

B. At the conclusion of the annual term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). (Any Renewal Term collectively referred to herein as the "Term").

6.2 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the use or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the right to use CentralSquare Software.

6.3 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

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6.4 Termination without Cause

After the fifth Renewal Term, this Agreement and the Software use granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next Renewal Term payment is due.

6.5 Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the use of the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all Server Hardware and at CentralSquare's direction, either return or destroy the Server Hardware.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1 Delivery

Upon notice to Customer that the Software, Hardware, and Server Hardware are ready to be delivered, Customer shall ensure that personnel are available to receive the Software, Hardware, and Server Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, 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 or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such party's reasonable control), the actions or omissions of the other party or its employees or agents and/or other similar occurrences beyond the party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Florida, without giving effect to the principles of conflict of law of such state or international treaties.

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8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Florida, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer

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any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Cooperative Purchasing

The parties agree that other public entities may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including, but not limited to: Pricing, and Payment Terms. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or

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other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

8.17 Entire Agreement

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

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

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

9.0 Definitions

- (a) **Documentation:** All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.
- (b) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (c) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.
- (d) **Hardware:** All ancillary hardware, equipment, and other tangible non-Software items not required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement.
- (e) **Go Live:** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- (f) **Software:** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
- (g) **Server Hardware:** All hardware, equipment, and other tangible non-Software items required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.
- (h) **Services:** All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.
- (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an

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insecure network.

- (j) **System:** The Software, Server Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.
- (k) **Third-Party Software:** Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

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

Surfside Police Department

Signer's Name: _____

Signer's Title: _____

Signature

Date

CentralSquare Technologies, LLC

Signer's Name: _____

Signer's Title: _____

Signature

Date

Exhibit A: 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*.

1.0 Software

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

Pro Suite Base	<ul style="list-style-type: none">• Operating system software• Database software• Master name index• Master address index• Master vehicle index	<ul style="list-style-type: none">• Secure intra-Customer messaging• Configurable dashboard• Web address links• No duplicate data entry• Authentication
Administration (Core)	<ul style="list-style-type: none">• Equipment• Fleet Management• Inventory Management• Purchase Requisitions	<ul style="list-style-type: none">• Service Dogs• Policy Manual• Full audit trail• Custom Forms
Administration – Agency Site License	<ul style="list-style-type: none">• Allows agencies named herein to access and use Customer’s CentralSquare Administration system	

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

CAD (Core)	<ul style="list-style-type: none">• Command-line entry• Bulletins• Configurable CAD Windows• Inactivity Alarms• Rip and Run• Full audit trail	<ul style="list-style-type: none">• Command Log• Triple I• Custom CAD Commands• Unit Alarms• ANI/ALI
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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

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 Customer and Additional 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
- 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 Customer and Additional Agencies.

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

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

Mapping AVL Playback	<ul style="list-style-type: none">• Displays on the map• View by time, by unit, by CFS	<ul style="list-style-type: none">• Print or export playback data
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Mapping AVL Playback – Agency Site License	<ul style="list-style-type: none">• Allows agencies named herein to access and use Customer’s CentralSquare Mapping AVL Playback system	
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Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Mobile Core	<ul style="list-style-type: none">• Grants access to the CentralSquare Mobile application	
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Mobile AVL	<ul style="list-style-type: none">• Vehicles shown on map	<ul style="list-style-type: none">• Call for service integration
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Mobile CAD	<ul style="list-style-type: none">• User-configurable layouts• Day/Night mode• Instant messaging	<ul style="list-style-type: none">• Silent dispatch• Bulletins/BOLOS• NCIC queries
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Mobile Mapping	<ul style="list-style-type: none">• Active calls for service• Map Markers• Visual status alerts	<ul style="list-style-type: none">• User configurable map layers• Route from current location to CFS location
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Mobile Records	<ul style="list-style-type: none">• Cases• Warrants	<ul style="list-style-type: none">• Master index access (including mug shots and alerts)
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Personnel (Core)	<ul style="list-style-type: none">• Personnel Log	<ul style="list-style-type: none">• Full audit trail
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Pro Suite Contract

Personnel (Advanced)	<ul style="list-style-type: none">• Commendations• Disciplinary Actions• Positions• Promotions	<ul style="list-style-type: none">• Service History• Training• Citizen Feedback
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Personnel – Agency Site Licenses	<ul style="list-style-type: none">• Allows agencies named herein to access and use Customer’s CentralSquare Personnel system
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Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Records (Core)	<ul style="list-style-type: none">• Case Reports• NIBRS/UCR Submission• Master Record Notes• Protection Orders• Warrants• Juvenile Referral List	<ul style="list-style-type: none">• Pawn Property• Pistol Permits• Sex Offenders• Full audit trail
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Records (Advanced)	<ul style="list-style-type: none">• Field Identifications• Expungement• Intelligence Cases• Investigative Leads• Form Requirements	<ul style="list-style-type: none">• Tow Calls• Bicycle Registrations• Parking Tickets• Custom Forms
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Records - Agency Site License	<ul style="list-style-type: none">• Allows agencies named herein to access and use Customer’s CentralSquare Records system
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Note: Workflow and personnel related items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

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Reporting (Core)	<ul style="list-style-type: none">• Pre-defined reports• Custom reports• Ad-hoc reports• Drag and drop report building• Export to PDF, XLS, XML, TXT	<ul style="list-style-type: none">• Custom data filters• Statistical analysis• Scheduled reports• COMSTAT compatible• Emailed reports
Field Ops	<ul style="list-style-type: none">• CJIS compliant mobile device app• Integrated photo and audio capture tools	<ul style="list-style-type: none">• Real-time CFS data access• Uses existing CentralSquare Suite user credentials
Community Data Platform (CDP)	<ul style="list-style-type: none">• Search engine for CentralSquare Suite CAD and RMS Data• Up to 10 concurrent users supported	<ul style="list-style-type: none">• State-wide data sharing
Public Safety Citizen Reporting (P2C)	<ul style="list-style-type: none">• Online reporting platform for citizen to report non-emergency incident reports	<ul style="list-style-type: none">• Standalone application

Pro Suite Contract

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: 3.2 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 – 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.

1.1.2 CAD – E911 (ANI/ALI) Interface (Import)

This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

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) ALL data meets NENA standards*

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

This is a one-way interface from CentralSquare 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.

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1.1.4 CAD – FTO Integration (Agency Site License)

This is a one-way interface from CS Pro CAD to FTO, upon creation of a new CFS, pro sends FTO data via the RESTful connection using JSON. The export trigger from a CAD command action can be added to statuses such as dispatched, enroute, and available, which can be configured as requested. CS Pro CAD sends a final export of the CFS data upon call completion.

1.1.5 Mapping – Pictometry Cloud Interface (Export)

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.

1.1.6 Mapping – TAIP AVL Interface (Import)

This is a one-way interface from a UDP TAIP AVL system to CS CAD Pro and Mapping Pro. CAD will receive and update Mapping with AVL information (latitude and longitude geolocations) for configured CAD units. Unit location and coordinates will be updated within Mapping from a data feed provided by the AVL system that CAD will consume at a configurable interval of time. On-duty CAD unit icons are shown within Mapping at their current location provided by the AVL system. This interface is built to consume TAIP formatted data from devices that are required to connect to the CAD network via Custom Wireless private network or through a configured VPN. Known vendors that support this type of data format: Sierra, Cradle Point.

This is sold as a standard interface. There will be no software modifications or changes to this standard interface.

1.1.7 Records – Field Training Online (Stand-Alone)

Field Training Online is a hosted solution designed to streamline the new hire training and requirement tracking process by providing tools which allow for creating any type of training program (Patrol, Communications, Jail, Records, etc) and is available for any Public Safety prospect or existing client. The product contains its own user management and does not require integration to a CAD or RMS system. This is an annual subscription fee product with additional terms relating to cloud.

1.1.8 Records – FL Crime Reporting (FIBRS) Interface

This is a one-way interface from CentralSquare Records to FL 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.

1.1.9 Records – FL LInX Interface (Export)

This is a one-way interface from CS Pro to FL LInX. When specified records are created or updated (in accordance with internal workflow rules) CS Pro sends the new or updated records to the FDLE API endpoint once per day: accidents, CFS, inmate bookings, cases, citations, field identifications, sex offenders, and warrants. FDLE imports those files via a separate process.

1.1.10 Records – FL TraCS Accident Reporting Interface (Import)

This is a one-way interface from the FL TraCS Accident Reporting system to CSPro Records. TraCS sends

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accident records as XML files along with JPEG images of the crash diagrams to an FTP location provided by Customer. Records imports the files one time per day from that FTP location for review and approval by Records users, after which the accident reports are added to the accident report log in Records. CSPro provides functionality for importing the files from the FTP location and removal of those files from the FTP location once they have been approved into Records.

1.1.11 Records - FL TraCS eCitations Interface (Import)

This is a one-way interface from the FL TraCS eCitation system to CSPro Records. FL TRaCS sends eCitation records as XML files to an FTP location provided by Customer. Records imports the files every 15 minutes from that FTP location for review and approval by Records users, after which the eCitation records are added to the citation log in Records. CSPro provides functionality for importing the files from the FTP location and removal of those files from the FTP location once they have been approved into Records.

1.1.12 Records – NDEx Adapter (IA IEPD)

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare’s existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.13 Pro Suite – FCIC/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: Driver’s License, Vehicle Registration) Boat, Article, Gun, and Driver History. 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 data returns will only be returned for the state in which Customer is located.

1.1.14 Pro Suite – FCIC/NCIC Interface (Criminal History)

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Criminal History Queries 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.

1.1.15 Pro Suite – FCIC/NCIC Interface (Warrants)

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Warrant Queries 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.

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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.

2.0 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.

2.1 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 with Lantronix remote access device
 - (b) One (1) Warm Standby server with Lantronix remote access device
 - (c) One (1) Testing/Training server
3. The server hardware costs are as stated in *Exhibit B: Pricing Detail*.
4. The servers will be installed at Surfside Police, FL 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
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"), one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").
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") and one (1) Lantronix remote access device (3.0").

2.2 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, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
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, and one (1) for the Lantronix remote access device.
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*

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Requirement Specifications and *Server Requirement Specification* documents provided by CentralSquare.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.4 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 and one (1) Lantronix remote access device.
2. Static IP addresses that includes five (5) for the CentralSquare Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.
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.

2.5 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Standby rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Standby rack-mounted server and one (1) Lantronix remote access device.

2.6 Peripheral Hardware

2.6.1 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp)

This contract will provide for one (1) property and evidence barcode scanner and printer package that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

3.0 Services

3.1 Project Management

3.1.1 Customer Project Manager

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

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

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

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

3.1.1.1 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) 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

3.1.2 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.

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3.2 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.

3.2.1 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).

3.2.2 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.

3.2.2.1 Configuration

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

3.2.2.2 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).

CentralSquare software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

3.2.3 Final System Review

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

3.2.4 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.

3.2.5 Go Live

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

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3.2.6 Software Acceptance

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.2.7 Hardware Acceptance

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.3 Training and Go Live Support

3.3.1 Training

CentralSquare staff will provide for remote training.

3.3.1.1 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.

3.3.1.2 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.

3.3.2 Training Resources

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

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

3.3.2.1 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

3.3.2.2 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)

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

3.3.3 *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 remote for Go Live.

Exhibit B: Pricing Detail

WHAT SOFTWARE IS INCLUDED?

CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,104.38	- 220.88	883.50
2.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
3.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00		0.00
4.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	3,313.12	- 662.62	2,650.50
5.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	0.00		0.00
6.	CAD PS Pro Core Annual Subscription Fee	1	4,418.63	- 883.73	3,534.90
7.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00		0.00
8.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00		0.00
9.	CAD PS Pro to FTO Integration (Agency Site License) Annual Subscription Fee	1	0.00		0.00

CAD Software Subtotal	8,836.13 USD
CAD Software Discount	- 1,767.23 USD
CAD Software Total	7,068.90 USD

MAPPING

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
10.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,767.00	- 353.40	1,413.60
11.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	103.08	- 20.62	82.46
12.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,178.00	- 235.60	942.40
13.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,567.46	- 313.49	1,253.97

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14.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	235.12		235.12
15.	Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	- 626.98	2,507.92
16.	Mapping PS Pro TAIP AVL Interface (Import) Annual Subscription Fee	1	3,681.25	- 736.25	2,945.00
Mapping Software Subtotal					11,666.81 USD
Mapping Software Discount					- 2,286.34 USD
Mapping Software Total					9,380.47 USD

MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
17.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	30	120.00		3,600.00
18.	Mobile PS Pro AVL Annual Subscription Fee	40	58.90	- 471.20	1,884.80
19.	Mobile PS Pro CAD Annual Subscription Fee	40	132.53	- 1,060.40	4,240.80
20.	Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	- 294.50	1,178.00
21.	Mobile PS Pro Mapping Annual Subscription Fee	40	214.03	- 1,712.40	6,848.80
22.	Mobile PS Pro NCIC Annual Subscription Fee	40	0.00		0.00
23.	Mobile PS Pro Records Annual Subscription Fee	40	279.78	- 2,238.40	8,952.80
Mobile Software Subtotal					32,482.10 USD
Mobile Software Discount					- 5,776.90 USD
Mobile Software Total					26,705.20 USD

PERSONNEL/ADMIN

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
24.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	484.10	- 96.82	387.28
25.	Administration PS Pro Core Annual Subscription Fee	1	1,178.00	- 235.60	942.40
26.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	659.81	- 131.96	527.85
27.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
28.	Personnel PS Pro Core Annual Subscription Fee	1	0.00		0.00
Personnel/Admin Software Subtotal					2,321.91 USD
Personnel/Admin Software Discount					- 464.38 USD
Personnel/Admin Software Total					1,857.53 USD

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RECORDS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
29.	Field Training Online (Stand-Alone)- Annual Subscription Fee	1	3,500.00	- 700.00	2,800.00
30.	PS Pro Records FL LInX Interface (Export) Annual Subscription Fee	1	7,511.66	- 1,502.33	6,009.33
31.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,384.15	- 276.83	1,107.32
32.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	4,152.45	- 830.49	3,321.96
33.	Records PS Pro Core Annual Subscription Fee	1	2,209.00	- 441.80	1,767.20
34.	Records PS Pro FL Crime Reporting (FIBRS) Interface Annual Subscription Fee	1	0.00		0.00
35.	Records PS Pro FL TraCS Accident Reporting Interface (Import) Annual Subscription Fee	1	2,945.85	- 589.17	2,356.68
36.	Records PS Pro FL TraCS eCitations Interface (Import) Annual Subscription Fee	1	2,945.85	- 589.17	2,356.68
37.	Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00		0.00

Records Software Subtotal 24,648.96 USD
Records Software Discount - 4,929.79 USD
Records Software Total 19,719.17 USD

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
38.	PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
39.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
40.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
41.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
42.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00

Servers Software Total 1,788.00 USD

SUITE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
43.	Community Data Platform Annual Subscription Fee	1	0.00		0.00
44.	PS Pro FCIC/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18	- 853.44	3,413.74

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45.	PS Pro FCIC/NCIC Interface (Criminal History) Annual Subscription Fee	1	387.93	- 77.59	310.34
46.	PS Pro FCIC/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40	- 620.68	2,482.72
47.	PS Pro Reporting Core Annual Subscription Fee	1	0.00		0.00
48.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00		0.00
49.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00		0.00
50.	Public Safety Citizen Reporting Annual Subscription Fee	1	2,500.00	- 500.00	2,000.00
Suite Software Subtotal					10,258.51 USD
Suite Software Discount					- 2,051.71 USD
Suite Software Total					8,206.80 USD

SOFTWARE SUMMARY

Software Subtotal	92,002.42 USD
Software Discount	- 17,276.35 USD
Software Total	74,726.07 USD

WHAT SERVICES ARE INCLUDED?

SERVICES

DESCRIPTION	TOTAL
1. Public Safety Consulting Services - Fixed Fee	34,710.00
2. Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
3. Public Safety Project Management Services - Fixed Fee	27,885.00
4. Public Safety Technical Services - Fixed Fee	20,280.00
5. Public Safety Training Services - Fixed Fee	15,015.00
Services Services Total	105,690.00 USD

SERVICES SUMMARY

Services Total	105,690.00 USD
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WHAT HARDWARE IS INCLUDED?

HARDWARE

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. PS Pro - Barcode Scanner and Printer Pack (Wasp) Hardware	2	923.00	1,846.00
Hardware Hardware Total			1,846.00 USD

Pro Suite Contract

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
2.	PS Pro Production Server Annual Subscription Fee	1	5,283.25	5,283.25
3.	PS Pro Training/Testing Server Annual Subscription Fee	1	3,775.59	3,775.59
4.	PS Pro Warm Standby Server Annual Subscription Fee	1	4,754.69	4,754.69
			Servers Hardware Total	13,813.53 USD

HARDWARE SUMMARY

Hardware Total 15,659.53 USD

QUOTE SUMMARY

Software Subtotal 92,002.42 USD

Services Subtotal 105,690.00 USD

Hardware Subtotal 15,659.53 USD

Quote Subtotal 213,351.95 USD

Discount - 17,835.55 USD

Quote Total 196,075.60 USD

Pro Suite Contract

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	88,539.60

Pro Suite Contract

Exhibit C: Payment Schedule

The total amount of this contract is **\$196,075.60**.

The amounts due under this contract are as follows:

Upon contract execution	50%
Completion of BPR	30%
Go Live	20%
Annual Subscription Fee – due upon Go Live	100%

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of completion of the corresponding milestone as evidenced above; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge in accordance with Section 3.5 of this Agreement. After the fourth anniversary of Go Live, the annual subscription fee shall increase by an amount not to exceed 5%.

The remittance address for payments only is:

CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

Exhibit D: Support Addendum

1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

2.0 Software Updates

While this Agreement remains in full force and effect, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

CentralSquare will install software updates remotely. Customer is responsible for guaranteeing 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.

2.1 Included Updates

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

1. Bug fixes;
2. Enhancements to products provided under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different platforms (premise, hosted, cloud), different windowing system platforms, or different operating system platforms
2. New functions such as new modules, interfaces, components, products, or applications.

3.0 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 guaranteeing 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 an agreeable time to occur during these time slots.

Pro Suite Contract

4.0 Support

4.1 General Support

CentralSquare shall provide phone and email support for the Software licensed 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 for CentralSquare Suite customers.

4.2 Remote Support

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

VPN usage to connect to customer environments is prohibited. If previously contractually mandated, 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.

4.3 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 as part of this contract.

4.4 Server Hardware Maintenance

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

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

Pro Suite Contract

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.

4.5 Customer Responsibilities

4.5.1 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.

4.5.2 CentralSquare Server Access

Customer will ensure that all 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 component and/or the Pro application by the CentralSquare Technologies DevOps team. 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.

4.5.3 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.

4.5.4 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.

4.5.5 Security

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

4.5.6 System Updates

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

Exhibit E: Additional Terms and Conditions for On-Premise Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer has purchased subscription based software previously and is purchasing additional subscription priced software under this Agreement. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Agreement.

Annual subscription fees are invoiced upon execution and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year.

2. **Termination of Access Rights.** Upon termination or expiration, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination or expiration; (ii) Customer's right to the accessed software granted shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
3. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of access, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the Software to monitor compliance no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Subscription Service License & Use Agreement

I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, CentralSquare Technologies, LLC (hereinafter referred to as "CentralSquare") and Surfside Police Department ("Client") as of the date this Agreement is executed by an authorized representative of both CentralSquare and the Client. CentralSquare and Client may also be referred to herein individually as "Party", or collectively as the "Parties".

II. Services; Software.

A. Under the terms of this Agreement, CentralSquare will be responsible for providing the following services ("Services"):

(i) Hosting CentralSquare's software ("Software") for its online programs and corresponding module(s) as indicated on the quote or Sales Order attached hereto as Addendum 2;

(ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Addendum 2;

(iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that CentralSquare shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;

(iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the CentralSquare website to assist Client with its use of the Software ("Documentation");

(v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;

(vi) Providing any other Software related services stated in Addendum 2 (together, the "Subscription Services"). Schedule A and any Documentation may be updated by CentralSquare from time to time in its sole discretion upon written notice to Client;

(vii) Providing the Client with initial training as stated in Addendum 2; and

(viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").

(ix) If applicable, CentralSquare and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable Subscription application.

- B. Force Majeure. CentralSquare shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond CentralSquare's reasonable control.
- C. This Agreement allows Client to use the Software located on CentralSquare's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on CentralSquare's servers, and to access the Software remotely as directed by CentralSquare.

III. License; Access.

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), CentralSquare grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on CentralSquare's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by CentralSquare in writing, and CentralSquare shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
 - B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
 - C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by CentralSquare.
 - D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.
 - E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified In Addendum 2.
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IV. Fees; Payment; Taxes.

- A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in Addendum 2 (together, "Fees"). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.
- B. As consideration for use of the Subscription Services during renewal contract terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").
- C. CentralSquare shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.
- D. All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:

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

- E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Client requests to pay by wire transfer or ACH.
- F. Any amounts payable pursuant to this Agreement are to be net to CentralSquare and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due CentralSquare under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on CentralSquare's income.

V. Term and Termination; Suspension of Services.

- A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users. If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Client terminates this Agreement for convenience during any Renewal Term, Client shall pay one hundred percent of the remaining fees owed for the Renewal Term.

- B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").
- C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.
- D. Client may terminate this Agreement if CentralSquare breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- E. In addition to the circumstances as described in Subsection V(F) below, CentralSquare may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by CentralSquare pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to CentralSquare is delinquent, CentralSquare may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.
- G. Upon the effective date of expiration or termination of this Agreement: (i) CentralSquare will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to CentralSquare any and all monies that are owed by the Client to CentralSquare under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.
- H. Upon CentralSquare's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, CentralSquare may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.
- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, CentralSquare has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon CentralSquare's receipt of all Fees due and owing hereunder.
- J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, CentralSquare shall remove and destroy Client's data. CentralSquare will not return the data to the Client as the Client still retains the source data.

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

VI. Client Responsibilities.

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by CentralSquare to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to CentralSquare so long as the newly appointed Client Administrator has attended CentralSquare's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.
- B. Client is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.
- C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one- time importing of the Client Information into Client's database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by CentralSquare and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in CentralSquare's policy for inputting Client Information in any Documentation CentralSquare provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not CentralSquare assisted Client with the development or construction of such reports and displays and other uses of the Client Information.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.
- F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.
- G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable CentralSquare Subscription application.

VII. Confidentiality, Privacy and Business Associate Provisions.

- A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of CentralSquare. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of CentralSquare's trade secrets or confidential information without CentralSquare's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. CentralSquare shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to CentralSquare for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) CentralSquare hosts on services for access by and transmission to the Authorized Users via the Internet. CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.
- C. In addition to CentralSquare's obligations regarding nondisclosure of Client Information set forth above, in the event that CentralSquare is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, CentralSquare shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that CentralSquare has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.
- E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

- H. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. Ownership.

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

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

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

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

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

IX. Disclaimer; Limitation of Liability.

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY CENTRALSQUARE AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL CENTRALSQUARE BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRALSQUARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK.
- D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRALSQUARE'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.
- E. IN NO EVENT SHALL CENTRALSQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

X. Indemnification.

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

XI. Assignment.

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

XII. Written Notices.

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

A. Written Notices to Client:

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

B. Written Notices to CentralSquare:

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

XIII. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

XIV. Integration.

This Agreement contains the entire understanding between the parties and supersedes any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Surfside Police Department
9293 Harding Avenue
Surfside, FL 33154

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

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Schedule A

SOFTWARE TECHNICAL SUPPORT

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

1. **Product Updates and Releases**

- 1.1. **Updates.** From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Client with the Update and related Documentation.
- 1.2. **Releases.** Client shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Telephone Support & Support Portal**

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

3. **Website Support**

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

4. **Exclusions from Technical Support Services**

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

5. Client Responsibilities

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

- 1) Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 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) Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Client;
- 7) Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. Security:

- 1) CentralSquare maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 2) If required by the Client, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

7. System Maintenance.

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

only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.

7.1. **Hardware maintenance and upgrades.** Hardware maintenance and upgrades will be performed outside of the Client's standard business hours of operation and the Client will be notified prior to the upgrade.

Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Client promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

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

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

Priority	Priority Definition	Response Times
<p>Priority 1 – Critical Priority</p>	<p>Search. 24X7 Support for live operations on the production system. This is defined as the following:</p> <ul style="list-style-type: none"> • The applicable server is down, and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. • The applicable system is inoperable due to data loss or corruption caused by CentralSquare Software <p>This means that one or more CentralSquare server components are down or inaccessible, disabling all usability of Client's workstations</p> <p>These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911.</p> <p>Priority 1 issues must be called in via 800.987.0911 to receive this level of response.</p> <p>There are no Priority 1 issues for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops</p>

<p>Priority 2 – Urgent Priority</p>	<p>Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.</p> <p>Generally, this means that a significant number of the system workstations are negatively impacted by this error (e.g. does not apply to a minimal set of workstations). These Software Errors are defined in Special Note #2, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>Priority 2 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops</p>
<p>Priority 3 – Non-Critical</p>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 3 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops</p>
<p>Priority 4 – Minor</p>	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.</p>	<p>Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative.</p> <p>Priority 4 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours.</p> <p>Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops</p>

- 9. Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:
- 9.1. defectiveness of the Client's environment, Client's systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.
 - 9.2. denial of reasonable access to Client's system or premises preventing CentralSquare from addressing the issue.
 - 9.3. material changes made to the usage of the Software by Client where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client or its subcontractors, of communications links necessary to the proper performance of the Software.

9.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

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

Priority	Resolution Process	Resolution Time
Priority 1 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the production system which may include a fix on the system prior to the next planned commercial release of the applicable CentralSquare product software.
Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

11. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

11.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 10 for regular System Maintenance.

11.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

12. Virtual Private Network (VPN) Concentrator. If Client's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Client's location but is, and shall remain, the property of CentralSquare.

- 13. Client Cooperation.** Client may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Client may also be requested to perform resolution activities including, for example, modification of processes. Client agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all Intellectual Property Rights in development work performed and Client may request consulting and development work from CentralSquare as a separate billable service.

ADDENDUM 1 BUSINESS ASSOCIATE ASSURANCE

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

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

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

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

Permitted and Required Uses and Disclosures by CentralSquare

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

ADDENDUM 2

CENTRALSQUARE QUOTE/SALES ORDER

(refer to Quote/Pricing set forth in Client's main Pro Suite Agreement)

COMMUNITY DATA PLATFORM MEMBERSHIP PROGRAM

Client: Surfside Police Department

Membership

- A. CentralSquare Technologies, LLC (“CentralSquare”) offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.
- B. Clients who wish to qualify as a Member Agency must:
 - 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 in this Agreement
- C. The Member Agency (also referred to herein as “Client”) will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
<ul style="list-style-type: none"> • QuickView (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency) 	YES	YES	
CAD Call for Service			
<ul style="list-style-type: none"> • QuickView 	YES		

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

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

- D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.
- E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that CentralSquare will process and anonymize

data from the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.

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

License

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

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

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

Access and Passwords

- A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.
- B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

Termination

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

Client Responsibilities

- A. Client will assign a Client Administrator to manage end user access and passwords.
- B. Client is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high-speed connection and remote connectivity for data contribution services as well as individual client user access.
- C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including

completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.

- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.
- F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

- A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of CentralSquare. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of CentralSquare's trade secrets or Confidential Information without CentralSquare's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software and Services, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.
- C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.
- E. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that

CentralSquare, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. In addition, CentralSquare may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

Ownership and Rights

- A. CentralSquare owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.
- B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. CentralSquare shall retain all rights and ownership to the Aggregate Data.
- C. As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Software and Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.
- D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Agreement.
- E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

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

Liability

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY CENTRALSQUARE AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL CENTRALSQUARE BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRALSQUARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK.
- D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRALSQUARE'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.
- E. IN NO EVENT SHALL CENTRALSQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

Assignment

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

Notices

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

To Client:		To CentralSquare:
Surfside Police Department		CentralSquare Technologies, LLC
Attn:		Attn: Contracts
9293 Harding Avenue		1000 Business Center Drive
Surfside, FL 33154		Lake Mary, FL 32746

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other CentralSquare subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

Agreement

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

SURFSIDE POLICE DEPARTMENT

CENTRALSQUARE TECHNOLOGIES, LLC

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Schedule A

TECHNICAL SUPPORT

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

Technical Support Services:

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

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

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

Exclusions from Technical Support Services:

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

Client Responsibilities:

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

- 1) Provide hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as a fast, stable, high-speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by CentralSquare for proper operation of the Software;
- 4) Supply CentralSquare with access to and use of all information and facilities determined to be necessary by CentralSquare to render the technical support described herein;

- 5) Perform any test or procedures recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation set forth in the online portal(s) used to access the service;
- 7) Other than CentralSquare's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Contract Line Item Price Comparison for Piggy Back Purposes

Product Name	Plantation Police Department				Surfside Police Department			
	Quantity	Unit Price	Discount	Total	Quantity	Unit Price	Discount	Total
CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	\$ 4,417.52	\$ (927.68)	\$ 3,489.84	1	\$ 1,104.38	\$ (220.88)	\$ 883.50
CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	\$ 13,252.48	\$ (2,783.02)	\$ 10,469.46	1	\$ 3,313.12	\$ (662.62)	\$ 2,650.50
CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
CAD PS Pro Core Annual Subscription Fee	1	\$ 4,418.63	\$ (927.91)	\$ 3,490.72	1	\$ 4,418.63	\$ (883.73)	\$ 3,534.90
CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
Total		\$ 22,088.63	\$ (4,638.61)	\$ 17,450.02		\$ 8,836.13	\$ (1,767.23)	\$ 7,068.90
Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	\$ 4,417.50	\$ (927.67)	\$ 3,489.83	1	\$ 1,767.00	\$ (353.40)	\$ 1,413.60
Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	\$ 103.08	\$ (21.65)	\$ 81.43	1	\$ 103.08	\$ (20.62)	\$ 82.46
Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	\$ 2,061.50	\$ (432.91)	\$ 1,628.59	1	\$ 1,178.00	\$ (235.60)	\$ 942.40
Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	\$ 6,269.84	\$ (1,316.67)	\$ 4,953.17	1	\$ 1,567.46	\$ (313.49)	\$ 1,253.97
Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	\$ 235.12	\$ -	\$ 235.12	1	\$ 235.12	\$ -	\$ 235.12
Mapping PS Pro Core Annual Subscription Fee	1	\$ 3,134.90	\$ (658.33)	\$ 2,476.57	1	\$ 3,134.90	\$ (626.98)	\$ 2,507.92
Total		\$ 16,221.94	\$ (3,357.23)	\$ 12,864.71		\$ 7,985.56	\$ (1,550.09)	\$ 6,435.47
Mobile PS Pro AVL Annual Subscription Fee	170	\$ 58.90	\$ (2,102.90)	\$ 7,910.10	40	\$ 58.90	\$ (471.20)	\$ 1,884.80
Mobile PS Pro CAD Annual Subscription Fee	170	\$ 132.53	\$ (4,731.10)	\$ 17,799.00	40	\$ 132.53	\$ (1,060.40)	\$ 4,240.80
Mobile PS Pro Core Annual Subscription Fee	1	\$ 1,472.50	\$ (309.22)	\$ 1,163.28	1	\$ 1,472.50	\$ (294.50)	\$ 1,178.00
Mobile PS Pro Mapping Annual Subscription Fee	170	\$ 214.03	\$ (7,641.50)	\$ 28,743.60	40	\$ 214.03	\$ (1,712.40)	\$ 6,848.80
Mobile PS Pro NCIC Annual Subscription Fee	170	\$ -	\$ -	\$ -	40	\$ -	\$ -	\$ -
Mobile PS Pro Records Annual Subscription Fee	170	\$ 279.78	\$ (9,987.50)	\$ 37,575.10	40	\$ 279.78	\$ (2,238.40)	\$ 8,952.80
Total		\$ 2,157.74	\$ (24,772.22)	\$ 93,191.08		\$ 2,157.74	\$ (5,776.90)	\$ 23,105.20
Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	\$ 3,419.60	\$ (718.12)	\$ 2,701.48	1	\$ 484.10	\$ (96.82)	\$ 387.28
Administration PS Pro Core Annual Subscription Fee	1	\$ 1,178.00	\$ (247.38)	\$ 930.62	1	\$ 1,178.00	\$ (235.60)	\$ 942.40
Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	\$ 910.61	\$ (191.23)	\$ 719.38	1	\$ 659.81	\$ (131.96)	\$ 527.85
Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
Personnel PS Pro Core Annual Subscription Fee	1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
Total		\$ 5,508.21	\$ (1,156.73)	\$ 4,351.48		\$ 2,321.91	\$ (464.38)	\$ 1,857.53
PS Pro Records FL LinX Interface (Export) Annual Subscription Fee	1	\$ 7,511.66	\$ (1,577.45)	\$ 5,934.21	1	\$ 7,511.66	\$ (1,502.33)	\$ 6,009.33
Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	\$ 9,129.50	\$ (1,917.19)	\$ 7,212.31	1	\$ 1,384.15	\$ (276.83)	\$ 1,107.32
Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	\$ 27,388.50	\$ (5,751.58)	\$ 21,636.92	1	\$ 4,152.45	\$ (830.49)	\$ 3,321.96
Records PS Pro Core Annual Subscription Fee	1	\$ 2,209.00	\$ (463.89)	\$ 1,745.11	1	\$ 2,209.00	\$ (441.80)	\$ 1,767.20
Records PS Pro FL Crime Reporting (FIBRS) Interface Annual Subscription Fee	1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
Records PS Pro FL TraCS eCitations Interface (Import) Annual Subscription Fee	1	\$ 7,659.45	\$ (1,608.48)	\$ 6,050.97	1	\$ 2,945.85	\$ (589.17)	\$ 2,356.68
Records PS Pro FL TraCS eCitations Interface (Import) Annual Subscription Fee	1	\$ 7,659.45	\$ (1,608.48)	\$ 6,050.97	1	\$ 2,945.85	\$ (589.17)	\$ 2,356.68
Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
Total		\$ 61,557.56	\$ (12,927.07)	\$ 48,630.49		\$ 21,148.96	\$ (4,229.79)	\$ 16,919.17
PS Pro Production Server Annual Subscription Fee	1	\$ -	\$ -	\$ 13,870.50	1	\$ -	\$ -	\$ 5,283.25
PS Pro Training/Testing Server Annual Subscription Fee	1	\$ -	\$ -	\$ 10,588.38	1	\$ -	\$ -	\$ 3,775.59
PS Pro Warm Standby Server Annual Subscription Fee	1	\$ -	\$ -	\$ 12,580.58	1	\$ -	\$ -	\$ 4,754.69
Total				\$ 37,039.46				\$ 13,813.53
Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	56	\$ 120.00	\$ -	\$ 6,720.00	30	\$ 120.00	\$ -	\$ 3,600.00
PS Pro FCIC/NCIC Interface (Basic Queries) Annual Subscription Fee	1	\$ 4,267.18	\$ -	\$ 4,267.18	1	\$ 4,267.18	\$ (853.44)	\$ 3,413.74
PS Pro FCIC/NCIC Interface (Criminal History) Annual Subscription Fee	1	\$ 387.93	\$ -	\$ 387.93	1	\$ 387.93	\$ (77.59)	\$ 310.34
PS Pro FCIC/NCIC Interface (Warrants) Annual Subscription Fee	1	\$ 3,103.40	\$ -	\$ 3,103.40	1	\$ 3,103.40	\$ (620.68)	\$ 2,482.72
PS Pro Reporting Core Annual Subscription Fee	1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
PS Pro Time Synchronization Interface Annual Subscription Fee	1	\$ -	\$ -	\$ -	1	\$ -	\$ -	\$ -
Total		\$ 7,878.51		\$ 14,478.51		\$ 7,758.51	\$ (1,551.71)	\$ 6,206.80
PS Pro BPR & Configuration Subscription Services				\$ 3,260.00				\$ 34,710.00
PS Pro Go Live Subscription Services				\$ 5,020.00				\$ 20,280.00
PS Pro One-time GIS Mapping Subscription Services				\$ 900.00				\$ 7,800.00
PS Pro Project Management Subscription Services				\$ 16,402.47				\$ 27,885.00
PS Pro Training Subscription Services				\$ 11,870.00				\$ 15,015.00
Total				\$ 37,452.47				\$ 105,690.00
5 Year TCO				\$ 187,262.35				\$ 105,690.00