



CENTRAL SQUARE
TECHNOLOGIES

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

SYSTEM PURCHASE AGREEMENT

CENTRAL SQUARE TECHNOLOGIES, LLC

FOR

CITY OF STAMFORD, CT

ON BEHALF OF

STAMFORD POLICE DEPARTMENT

**SYSTEM PURCHASE AGREEMENT
TABLE OF CONTENTS**

1.0 INTRODUCTION..... 4

2.0 ADDENDA 4

3.0 DEFINITIONS 5

4.0 PRICES AND PAYMENT..... 9

5.0 SOFTWARE LICENSES..... 9

**6.0 DELIVERY, INSTALLATION, SERVICES, TITLE TO EQUIPMENT,
AND RISK OF LOSS 11**

7.0 SITE PREPARATION 13

8.0 ACCEPTANCE 13

9.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS..... 14

10.0 LIMITED WARRANTIES..... 16

11.0 MAINTENANCE AND SOFTWARE SUPPORT 18

12.0 RESERVED..... ERROR! BOOKMARK NOT DEFINED.

13.0 DEFAULT AND TERMINATION 20

14.0 LIABILITY 21

15.0 INSURANCE 22

16.0 COPYRIGHT & TRADE SECRET INFRINGEMENT 22

17.0 DISPUTE RESOLUTION 23

18.0 SALES, USE AND PROPERTY TAX 23

19.0 SEVERABILITY 23

20.0 FORCE MAJEURE/EXCUSABLE DELAY 23

21.0 CONSTRUCTION AND HEADINGS..... 23

22.0 WAIVER 24

23.0 ENTIRE AGREEMENT 24

24.0 APPLICABLE LAW 24

25.0 ASSIGNMENT 24

26.0 NOTICES 24

27.0 ORDER OF PRECEDENCE..... 25

28.0 GENERAL TERMS 25

ADDENDUM A..... 29

ADDENDUM A **29**
ADDENDUM B **30**
ADDENDUM C **40**
ADDENDUM D **41**
ADDENDUM E **42**
ADDENDUM F **43**
ADDENDUM G **ERROR! BOOKMARK NOT DEFINED.**

SYSTEM PURCHASE AGREEMENT

Client: City of Stamford, CT
Address: 725 Bedford Street
City, State Zip: Stamford, CT 06901
Phone: 203-977- 4725
Contact Name: Captain Scott Duckworth

1.0 INTRODUCTION

1.1 This Agreement, is made by and between CentralSquare Technologies, LLC, referred to as “CentralSquare”, with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and the entity named above, referred to as “Client” (who together may also be referred to as the “Parties” herein, or individually as a “Party”), with reference to the following facts:

1.2 WHEREAS, Client and CentralSquare, as successor in interest to TriTech Software Systems (“TriTech”), entered into a Software License Agreement (the “License Agreement”) dated September 24, 1999 for the implementation of VisionCAD, VisionMOBILE, and VisionRMS; and

1.3 WHEREAS, Client and CentralSquare subsequently entered into an Amended and Restated Software License Agreement in order to replace Client’s VisionCAD and VisionMOBILE with TriTech’s Inform/Enterprise CAD and Inform/Enterprise Mobile applications; and

1.4 WHEREAS, Client and CentralSquare wish to enter into a new agreement in order to replace Client’s VisionRMS with CentralSquare’s hosted version of Enterprise RMS, as well as to govern the licensing of Client’s other CentralSquare Subsystems and applications set forth in Addendum B, including applicable Interfaces, software, equipment, and services as more fully described in this Agreement and the Addenda hereto.

1.5 NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Client and CentralSquare agree as follows:

2.0 ADDENDA

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

Addendum A	Statement of Work (SOW)
Addendum B	Pricing Quotation
Addendum C	Subscription Service Access & Use Agreement*
Addendum D	Subcontractor Software, Hardware & Services*
Addendum E	Subcontractor License, Warranty & Support Agreements*
Addendum F	System Planning Document**

*Only if applicable

** Supplied as a deliverable during Project Implementation if applicable

3.0 DEFINITIONS

3.1 “Acceptance” or “Accept” means the processes described in the ACCEPTANCE section of this Agreement.

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

3.3 “Contract Price” means the total of the purchase price of the items as specified in Addendum B, including, as applicable, equipment, software licenses, services, fees, expenses and other items acquired under this Agreement, and if included as a line item in Addendum B, any applicable sales, use, value added, or other such governmental charges.

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

3.5 “Deliver” or “Delivery” with respect to the System means physical delivery of substantially all components of each Subsystem to the Designated Location. Delivery shall be deemed to have occurred despite the absence of incidental components provided that Installation of the Subsystem, training and system configuration can begin with the items then delivered. A separate Delivery shall occur with respect to each such Subsystem.

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

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

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

3.9 “Equipment” means the computer system equipment specified in Addendum B, Pricing Quotation of this Agreement. CentralSquare may substitute equipment for that specified in Addendum B, Pricing Quotation provided that such equipment will substantially meet the requirements of the Specifications and this Agreement. Equipment does not include hardware supplied by Subcontractors listed in Addendum D, Subcontractor Software, Hardware and Services.

3.10 “Functional Test (“FT”)” means the pre-Go Live test process for a Subsystem as further defined in Section 8.1 and the Statement of Work.

3.11 “Go Live” means the event that occurs when the Client first uses a Subsystem for Live Operations. A separate Go Live may take place with respect to each Subsystem, each Interface, and each Modification.

3.12 “Help Desk” means the CentralSquare telephonic support services provided as described in the applicable Software Support Agreement.

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

3.14 “Interface”, collectively or individually, means the interface software described in Addendum B, Pricing Quotation.

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

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

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

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

3.19 “Software” means collectively or individually the computer programs licensed under this Agreement, including, without limitation, the programs for each Subsystem.

3.20 “Software Error” means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications. In the event CentralSquare (or another Software Vendor) is unable to reproduce the Software Error at its facilities, CentralSquare will, at Client’s request, visit Client’s premises at Client’s expense. If it is determined that the problem was caused by Equipment, Software, services, network or other items not supplied or not authorized by CentralSquare, Client shall reimburse CentralSquare for its labor costs for such on-site visit, at CentralSquare’s then current rates for consulting.

3.21 “Software Support” means Telephone Support, Software Error Correction, and Software Update services provided by CentralSquare (and/or other Software Vendors) for the Software, either under warranty or under an annual Software Support Agreement, as more fully described in said Agreement.

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

3.23 “Source Code” means the high-level computer instructions for Software used to generate object code.

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

3.25 “Statement of Work” (SOW) means the document that defines the implementation process for the Project, including specific tasks that are the responsibility of CentralSquare and the Client.

3.26 “Subcontractor” means one of the entities identified in the Statement of Work as subcontractors to CentralSquare, if applicable.

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

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

3.29 “Subsystem” means each of the applications described in the Statement of Work, including its Equipment, other hardware and software. In most cases, the Subsystem software will

share Equipment. (For the avoidance of doubt, the applicable Enterprise core applications, e.g. CAD Enterprise (powered by Inform), Mobile Enterprise (powered by Inform), RMS Enterprise (powered by Inform), are Subsystems under this Agreement.)

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

3.31 “System” means collectively all Subsystems that make up the integrated Computer System referred to in paragraph 1.2 of this Agreement and more fully described in the Statement of Work.

3.32 “System Software” means the software identified in Addendum B, Pricing Quotation which includes, without limitation, operating system software, DBMS Software, and communications software.

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

3.34 “Telephone Support” means the service provided by CentralSquare for access to the CentralSquare Customer Service Department by telephone as further defined in a Software Support Agreement.

3.35 “CentralSquare Software” means the object code compiled version of the software specified in Addendum B, Pricing Quotation of this Agreement, and any Modifications provided hereunder.

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

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

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

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

3.40 “Warranty Period” means the period starting at first Go Live for each Subsystem using the CentralSquare Software and ending one (1) year thereafter. The Warranty Period for Interfaces and any Modifications will also end on the same date.

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

4.0 PRICES AND PAYMENT

4.1 Unless otherwise stated herein, all dollar amounts contained in this Agreement are in U.S. dollars. The Contract Price for the purchased and/or licensed items hereunder is specified in Addendum B, Pricing Quotation. Client shall pay the Contract Price without deduction or offset on the terms specified in Addendum B, Pricing Quotation pursuant to invoices issued by CentralSquare which shall be due net thirty (30) days upon receipt unless otherwise stated in the invoice.

4.1.1 For each payment milestone identified in Addendum B, Pricing Quotation CentralSquare’s Project Manager will provide the Client with a TCR. CentralSquare may invoice the payment milestone upon Client’s signature of the TCR or expiration of the period for signature as provided in the Statement of Work or a TCR.

4.1.2 The Contract Price for the Deliverables and Services defined in Addendum B, Pricing Quotation is based on a firm fixed price, subject to the following adjustments. In the event that Client in its sole discretion chooses to delay implementation of any Deliverable for more than six (6) months beyond the Go Live date set forth in the project schedule, and the then current pricing for such Deliverable(s) including applicable Services has increased since the date of execution of this Agreement, such then current pricing will apply. A change order for signature by both Parties will be processed to adjust the Contract Price.

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

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

4.2.1 In the event that Client is in arrears on payments due to CentralSquare of more than sixty (60) days from the due date, CentralSquare in its sole discretion may elect to stop work on the Project for non-payment until Client becomes current on payments due. In such event the project schedule will be adjusted accordingly, and CentralSquare shall not be considered to be in default for delays caused by Client’s non-payment.

5.0 SOFTWARE LICENSES

5.1 In consideration for, and subject to, the payment of the license fee(s) specified in Addendum B, Pricing Quotation of this Agreement, and the other promises, covenants and conditions herein, Client is granted the following licenses to the Software:

5.1.1 The CentralSquare Software: A perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to Use the CentralSquare Software and the Documentation for said Software for Client’s own internal use for the applications described in

the Statement of Work, at the Designated Location, in the applicable environment (e.g., Production, Test, Training, or Disaster Recovery System) and in the quantity set forth in Addendum B, Pricing Quotation. Client may make additional copies of the CentralSquare Software as reasonably required for archival or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with Section 9.0 herein. Additional CentralSquare Software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this Section 5.0. Client shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any Software or Documentation, or permit others to do said acts, except as provided in this Agreement or the applicable Software license agreement. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the applicable license, at the option of the applicable Vendor. In such event, Client shall not be entitled to a refund of any license fees paid. Software (including without limitation Subsystem Software) may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided dispatching to third parties. Notwithstanding, Client shall be entitled to Use Subsystem Software at the applicable Designated Location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other governmental agencies/entities in the county and state of the Designated Location, provided that the Subsystem Software is installed and operated at only one physical location.

5.1.1.1 Each copy of the CentralSquare Software provided under this license that is identified in Addendum B, Pricing Quotation of this Agreement as a Disaster Recovery license may be used in the event of a failure, malfunction or other out of service condition of its Production System. In the event the Production System fails to operate, live operations may transfer to the Disaster Recovery System until the Production System returns to normal operational mode, provided that Software is not simultaneously operating on both the Production System and Disaster Recovery System.

5.1.1.2 Notwithstanding anything to the contrary in this Section, if Client has purchased the Inform CAD API license, Client may use such Software to develop original applications which interface with the CentralSquare Software. The development and use of such interfacing applications is specifically permitted under the licenses herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, Client shall not acquire any right, title or interest in the CentralSquare Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, CentralSquare shall not acquire any right, title or interest in such Client developed non-derived applications, whether as owner, joint owner or otherwise.

5.1.2 CentralSquare Subscriptions: If applicable, the terms and conditions for use of the CentralSquare Subscription Service(s) are set forth in the CentralSquare Subscription Service License & Use Agreement attached as Addendum C.

5.1.3 Subcontractor Software: Licenses for any Subcontractor Software are set forth in Addendum E, Subcontractor License, Warranty & Support Agreements.

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

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

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

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

5.5 These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable license agreements.

5.6 Client may surrender any Software licenses provided in connection with this Agreement at any time by performing the actions described in Section 13.4 of this Agreement, or the applicable license agreement. Such surrender shall not affect CentralSquare's right to receive and retain the Contract Price or other fees, charges and expenses earned hereunder.

6.0 DELIVERY, INSTALLATION, SERVICES, TITLE TO EQUIPMENT, AND RISK OF LOSS

6.1 CentralSquare will Deliver the items purchased and/or licensed hereunder and perform the services pursuant to the Statement of Work, subject to the provisions of the FORCE MAJEURE/EXCUSABLE DELAY section (20.0) of this Agreement, and further subject to delays caused by the actions or omissions of Client, including, but not limited to, delays in performing the Client responsibilities as defined in the Statement of Work. Unless specifically identified as a CentralSquare task in the Statement of Work, Installation of Workstations into consoles, furniture or similar work area components at Client's Designated Location is the responsibility of Client.

6.2 As further defined in the Statement of Work, CentralSquare will appoint a Project Manager who will act as the primary point of contact for CentralSquare's services for the implementation process in the Project. Any services desired by Client in addition to those specified in this Agreement or the Statement of Work will be subject to the availability and scheduling of CentralSquare (or Subcontractor) personnel and at CentralSquare's (or the Subcontractor's) then-current rates, plus expenses. Prior to performing any of the aforementioned additional services, CentralSquare will provide a written quotation detailing the price (or time and materials estimate) for such services. CentralSquare may subcontract with certain Vendors that provide hardware, Software and/or services in connection with the Project (as more fully described in the Statement

of Work), and (iii) pass through to Client warranties received from the Vendors thereof. Prior to Acceptance, should any Subcontractor hereunder be in default (provided such default is not due to any fault or delay of Client or its agents, due to any third party, or due to an event of Force Majeure, CentralSquare may either continue to perform the duties of the Subcontractor to fulfill the obligations for the Subcontractor in accordance with the Statement of Work, or provide an alternative solution; provided, however, that in no event will CentralSquare's responsibility for any Subcontractor's default exceed the price for such Subcontractor's portion of the Contract Price.

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

6.4 The project schedule will define the timeframe for completion of Project Milestones and the party or parties involved in performing the task, e.g. CentralSquare, Client, or Subcontractor.

6.5 Title to all Equipment purchased under this Agreement shall not transfer to Client until payment for such Equipment has been remitted to CentralSquare.

6.6 Risk of loss of any Deliverable shall be borne by CentralSquare until Delivery of the Deliverable to Client. Thereafter, the risk of loss shall be borne by Client.

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

6.8 CentralSquare retains and Client hereby grants to CentralSquare a purchase money security interest in the Software licenses, Equipment, and other items acquired hereunder and in all accessions to, replacement of, and proceeds from said items, as security for the payment of the Contract Price. As used in this paragraph, "proceeds" include whatever is receivable or received when proceeds or collateral is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance related thereto. (Nothing herein shall be deemed to grant or constitute a right to Client to transfer any Software licensed hereunder to any third party.) Client shall, at CentralSquare's request, sign a financing statement and such other documents as CentralSquare reasonably requires to perfect its security interest. Such security interest shall be released upon full payment of the Contract Price.

6.9 Until full payment of the Contract Price is made, Client shall maintain the items purchased/licensed under this Agreement in good order and repair at Client's expense, except as otherwise provided under the warranty provisions of this Agreement or any applicable third party warranty, and shall use such items in a manner that will not subject them to waste or deterioration.

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

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

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

6.11.2 Render said Software unusable.

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

7.0 SITE PREPARATION

7.1 Client agrees to provide, in a timely manner and at its own expense, required facilities and equipment specified in the Statement of Work, and Addendum F (System Planning Document), the Documentation, or as otherwise specified by CentralSquare in writing.

8.0 ACCEPTANCE

8.1 General. Testing of the System and Subsystems shall occur throughout the Project life cycle as further defined in the Statement of Work ("SOW"). Prior to conducting the Functional Test ("FT") process as defined below, CentralSquare shall provide the standard FT documents for the System and Subsystems. CentralSquare shall conduct the FT with the Client's participation in accordance with the Project plan. Individual test cases within the FT documents shall have pass/fail criteria and with results provided to the Client in a test report. Client shall not suspend testing when problems are experienced and restart a FT when the problems are corrected unless the problems prevent continuing with FT testing. If FT testing must be suspended pending corrective action, Client shall promptly advise CentralSquare by the fastest available means. During the FT process, any FT issues detected will be mutually defined and agreed upon as Pre-

Go Live Issues to be corrected prior to Go Live, or Post Go Live Issues that do not affect the Go Live readiness of the System and will be corrected following Go Live. The FT process and milestones are further defined in the SOW.

8.2 Final Subsystem Testing. Following the test processes defined in the SOW, and Client and CentralSquare's mutual agreement of the Go Live Date, upon Go Live for those Subsystems that Go Live together or separately, the Client shall utilize the Subsystem(s) for a thirty (30) day Acceptance test period ("the Acceptance Test Period") to verify operational system and Subsystem functionality in a live environment. If no Urgent Priority or Critical Priority Software Errors (as those terms are defined in Addendum B, "Software Error Correction Guidelines and Procedures" of the Software Support Agreement) are reported and verified during such thirty (30) day period, the Subsystem(s) shall be deemed to have achieved Final Acceptance. In the event that an Urgent Priority or Critical Priority Software Error occurs during the Acceptance Test Period, CentralSquare shall commence actions in accordance with the Software Support Agreement to correct the reported error.

8.2.1 In the event that an Urgent Priority Software Error occurs between day one (1) and day thirty (30) of the Acceptance Test Period, the Acceptance Test Period will be stopped and restarted at day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement.

8.2.2 In the event that a Critical Priority Software Error occurs between day one (1) and day fifteen (15), the Acceptance Test Period will be stopped and restarted from day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement. If the Critical Priority Software Error occurs between day fifteen (15) and day thirty (30), the Acceptance Test Period will be stopped and restarted from the day the resolution has been provided in accordance with the Software Support Agreement.

8.3 Mobile Enterprise Testing. Client will receive Train the Trainer training, as further defined in the SOW, on the operational use and installation of Mobile Enterprise. CentralSquare will Deliver and configure the Mobile Enterprise software to the Designated Location and provide installation services on at least five (5) mobile units. Installation of the remaining mobile units will be conducted by Client. CentralSquare's project team will test the system configuration and functionality on the CentralSquare installed mobile unit by running the Mobile Enterprise FT with the Client as described in the SOW. CentralSquare and Client will document any issues detected. At the conclusion of the above-described installation and testing the Parties shall jointly acknowledge Mobile Enterprise Subsystem acceptance, which acceptance shall not be unreasonably delayed or withheld. Client is responsible for mobile server and unit connectivity to the mobile network infrastructure and the wireless network.

9.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS

9.1 CentralSquare agrees to maintain Client's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Client 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, the

applicable Vendor or original licensor shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to Software or Documentation. Client shall acquire no intellectual property ownership rights to Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

9.1.1 CentralSquare maintains a security program for “Security Approved Personnel” 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 reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

9.1.1.1 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 office location. This provision will apply during the installation of the Project and for the duration of the Client’s Software Support Agreement.

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

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

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

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

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

9.6 If any VPI is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, Client shall as allowed by law (i) provide to CentralSquare (and, if applicable the concerned Subcontractor) written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to CentralSquare (and, if applicable the concerned Subcontractor) a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the VPI.

9.7 The obligations specified under this Section 9 shall survive any termination or rescission of this Agreement.

10.0 LIMITED WARRANTIES

10.1 The CentralSquare Software. CentralSquare warrants that, during the Warranty Period, the CentralSquare Software will perform in substantial conformity with the Specifications. If, during the Warranty Period, Client determines that a warranty defect exists in the CentralSquare Software, Client shall notify CentralSquare in accordance with the Software Support Agreement. CentralSquare shall, at its option, replace the defective CentralSquare Software, or correct the defect in accordance with the Software Support Agreement. This Section 10.1 sets forth Client's sole remedy with respect to the foregoing warranty.

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

respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

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

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

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

10.1.2.3 Software not provided by CentralSquare, not specified as compatible in the Documentation, or Client not following the procedures for loading third party software on a Workstation or Server as set forth in paragraph 11.6 of this Agreement and further defined in the System Planning Document (Addendum F hereto).

10.1.2.4 Equipment which does not meet the configuration requirements specified in the Documentation, by failure of Client to provide and maintain the site and facility requirements described in Section 7.0 herein, or the use of other equipment as substitutes for the Equipment listed in Addendum B, Pricing Quotation.

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

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

10.2 Problems in the CentralSquare Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal

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

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

10.4 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

10.5 Any warranties for the CentralSquare Subscription Services, if applicable, are only as set forth in the CentralSquare Subscription Service License & Use Agreement provided at Addendum C.

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

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

11.0 MAINTENANCE AND SOFTWARE SUPPORT

11.1 The CentralSquare Software. Software Support is subject to and will be provided in accordance with the terms of the Software Support Agreement to be entered into between the Client and CentralSquare coincident with this Agreement.

11.2 CentralSquare Subscription Services. Support terms for the CentralSquare Subscription Services, if applicable, are set forth in the CentralSquare Subscription Service License & Use Agreement provided at Addendum C, and shall govern in the event of a conflict between Addendum C and the Software Support Agreement.

11.3 System Software. Client is responsible for maintaining licensing, including updates for System Software.

11.4 Subcontractor Hardware and Software. The initial twelve (12) month maintenance and support period for those Vendors identified in Addendum D, Subcontractor Software, Hardware and Services will be provided to Client by the respective Vendors as Subcontractors to CentralSquare. During this time, Client shall contact CentralSquare in accordance with the procedures in the Software Support Agreement to report any errors or defects detected with respect to such items. During this time; CentralSquare shall assist Client in determining the nature of the problem, and will contact the appropriate Vendor for resolution; CentralSquare will use commercially reasonable efforts to follow-up with the Vendor and maintain contact with both the Vendor and Client to coordinate problem resolution. Support and maintenance will be provided in accordance with the respective Vendor's support and maintenance agreements, attached hereto at Addendum E, Subcontractor License, Warranty & Support Agreements. At the conclusion of such initial annual maintenance and support period, maintenance and support shall be subject to and provided in accordance with any maintenance agreements between Client and the respective Vendors. CentralSquare shall not be a party to such maintenance and support agreements nor shall CentralSquare have any liability thereunder. Thereafter, provided that Client maintains in force an annual CentralSquare Software Support Agreement, Client may contact CentralSquare in accordance with the Software Support Agreement, and CentralSquare shall provide Help Desk services to Client with respect to the reported problem only to the extent relating to CentralSquare Software or determining if the problem is due to any third party or Vendor other than CentralSquare. If the problem is due to a third party or Vendor other than CentralSquare, Client is responsible for contacting the Vendor or third party for any further support or maintenance services for the problem. CentralSquare has no obligations to provide maintenance or support for any non-CentralSquare Software except as specifically provided in this Section 11.4.

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

11.6 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by CentralSquare, it shall, before loading such software, follow the procedures regarding third party software compatibility in the CentralSquare Documentation, and contact the CentralSquare Customer Service Department at the telephone numbers listed in the Software Support Agreement for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other**

obligation by CentralSquare with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations. Client agrees that if the loading of such third party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release CentralSquare from any obligations or liabilities related to operation or performance of the System, the CentralSquare Software, Subcontractor Software, or any other item provided by CentralSquare under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

12.0 RESERVED

13.0 DEFAULT AND TERMINATION

13.1 CentralSquare may terminate this Agreement and the CentralSquare Software licenses granted herein at any time if (i) Client fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to CentralSquare, Client cures such failure within fifteen (15) days after written notice of such failure by CentralSquare or (b) in other cases, Client cures such failure(s) within thirty (30) days of such notice or in the case of failures which are curable, but not reasonably susceptible to cure within thirty (30) days, Client commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Client's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect CentralSquare's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

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

13.2 Client may terminate this Agreement if (i) CentralSquare (or a Subcontractor) fails to comply with any material term or condition of this Agreement unless (a) CentralSquare (or the applicable Subcontractor) cures such failure within thirty (30) days after written notice thereof from Client or (b) in the case of failures not reasonably susceptible to cure within thirty (30) days, CentralSquare (or the applicable Subcontractor) commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) CentralSquare's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination and no successor or assignee is appointed who is ready, willing and able to assume and perform CentralSquare's executory obligations under this Agreement.

13.3 Upon termination, Client shall permanently remove and destroy all copies of the Software from its computer system, media, or other locations, destroy all copies of the Documentation and associated materials and certify to CentralSquare in writing that Client has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or archival copies, or otherwise. Client shall perform these same procedures for removal and

destruction of System Software and Subcontractor Software, and the associated Documentation, and so notify CentralSquare.

14.0 LIABILITY

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

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

14.3 Except for actions for copyright, trade secret, or trademark infringement, no action or proceeding arising out of any claimed breach of this Agreement or transaction may be brought by either Party more than four (4) years after the cause of action has accrued.

14.4 To the extent allowed by law, Client shall indemnify and hold CentralSquare harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Client's or, its employees, agents, contractors, or any subcontractors as a result of the use or misuse of the CentralSquare Software.

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

15.0 INSURANCE

15.1 Beginning at the start of CentralSquare's performance under this Agreement, and ending when CentralSquare is no longer providing to Client annual Software Support, CentralSquare shall maintain in force a policy of General Liability Insurance with coverage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. In addition, CentralSquare shall maintain in force a Cyber Liability Insurance Policy with coverage limits of \$1,000,000 per incident.

15.2 CentralSquare shall cause Client to be added as an additional insured to the above-described policies and provide Client with Certificates of Insurance as evidence thereof.

16.0 COPYRIGHT & TRADE SECRET INFRINGEMENT

16.1 CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) to the extent due to claimed infringement by the CentralSquare Software of copyright or trade secrets, provided that Client 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 Client the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as substantially all the functionality and performance described in the Specifications remains). Client 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 Client'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 Client the CentralSquare Software license fee(s) paid by Client under this Agreement less a prorated portion of said fee(s) for Client's use of the CentralSquare Software (calculated by multiplying the ratio of the number of months of actual Use in Live Operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 14.0 herein, indemnify Client therefrom to the extent indemnification for such judgment is not provided under Client's insurance policies (unless Client is self-insured in which case the preceding clause shall not apply).

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

17.0 DISPUTE RESOLUTION

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

18.0 SALES, USE AND PROPERTY TAX

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

19.0 SEVERABILITY

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

20.0 FORCE MAJEURE/EXCUSABLE DELAY

20.1 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, 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 its reasonable control), the actions or omissions of the other Party or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond the Party's reasonable control ("Excusable Delay" herein). 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.

21.0 CONSTRUCTION AND HEADINGS

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

22.0 WAIVER

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

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

23.0 ENTIRE AGREEMENT

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

24.0 APPLICABLE LAW

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

25.0 ASSIGNMENT

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

26.0 NOTICES

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

To Client:
Director of Public Safety, Health & Welfare
City of Stamford
888 Washington Blvd.
Stamford, CT 06901

To CentralSquare:
CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746
Attn: Legal/Contracts

27.0 ORDER OF PRECEDENCE

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

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

B. The applicable Client approved OSDs, IRDs, IFCDs and FTs.

28.0 OTHER ENTITIES

28.1 The parties agree that other public entities may use this Agreement 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: 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 other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency. Client will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

29.0 GENERAL TERMS

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

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

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

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

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

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

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

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

30. GIFTS

During the Term of this Agreement, including any extensions, CENTRALSQUARE shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to CENTRALSQUARE shall include its members, officers, directors, employees, and owners of more than 5% equity in CENTRAL SQUARE,

31. CODE OF ETHICS.

CENTRALSQUARE is prohibited from using its status as a contractor to the Licensee to derive any interest(s) or benefit(s) from other individuals or organizations and CENTRALSQUARE shall comply with the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances. The Code of Ordinances is available at https://library.municode.com/ct/stamford/codes/code_of_ordinances.

32. NON-APPROPRIATION.

CENTRALSQUARE acknowledges that the Licensee is a municipal corporation, that the Licensee's obligation to make payments under this Agreement is contingent upon the appropriation by the Licensee's Board of Finance and Board of Representatives of funds sufficient for such purposes for each budget year in which the Agreement is in effect;

CITY OF STAMFORD, CT

**CENTRALSQUARE
TECHNOLOGIES**

Accepted By (Signature)

Accepted By (Signature)

David R. Martin

Printed Name

Printed Name

Mayor

Title

Title

Date

Date

Approved as to Form:

Burt Rosenberg

Asst Corporation Counsel

ADDENDUM A

PROPRIETARY INFORMATION¹

**STATEMENT OF WORK
WITH ATTACHED APPLICABLE SUBCONTRACTOR STATEMENTS OF WORK
WHICH ARE INCORPORATED HEREIN BY REFERENCE**

¹ THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF CENTRALSQUARE TECHNOLOGIES. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF CENTRALSQUARE TECHNOLOGIES.

ADDENDUM B

PROPRIETARY INFORMATION¹

New Purchases

SOFTWARE

RMS

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Enterprise Records Accident Annual Subscription Fee	1	5,100.00	- 2,752.00	2,348.00
Enterprise Records Base Annual Subscription Fee - includes \$80,000 in AWS Hosting Fees and \$57,266.28 in Software Fees	292	700.00	- 67,133.72	137,266.28
Enterprise Records Evidence and Barcoding Annual Subscription Fee	1	5,100.00	- 2,752.00	2,348.00
Enterprise Records GIS (with CAD) Annual Subscription Fee	1	0.00	- 0.00	0.00
Enterprise Records Reporting Server Annual Subscription Fee	1	1,000.00	- 540.00	460.00
Enterprise RMS NIBRS Module Annual Subscription	1	9,700.00	- 5,235.00	4,465.00
Standard Crash Publisher Annual Subscription Fee	1	3,700.00	- 1,997.00	1,703.00
			Software Subtotal	229,000.00 USD
			Discount	- 80,409.72 USD
			Software Total	148,590.28 USD

ADDITIONAL INTERFACES

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
Standard Axon Evidence.com Integration Annual Subscription Fee	1	3,700.00	- 3,700.00	0.00
Standard Citation Importer Annual Subscription Fee	1	4,600.00	- 4,600.00	0.00
Standard Connecticut Information Sharing System (CISS) Interface Annual Subscription Fee	1	3,700.00	- 3,700.00	0.00

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Standard Crash Publisher Annual Subscription Fee	1	3,700.00	- 3,700.00	0.00
Standard Law Enforcement Information Exchange (LInX) Publisher Annual Subscription Fee	1	5,000.00	- 5,000.00	0.00
Standard Livescan Publisher Annual Subscription Fee	1	3,700.00	- 3,700.00	0.00
			Software Subtotal	24,400.00 USD
			Discount	- 24,400.00 USD
			Software Total	0.00 USD

CRIMEVIEW ANALYTICS

PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
CrimeView Analytics: Designer/Admin License Subscription Annual Subscription Fee	1	750.00	- 375.00	375.00
CrimeView Analytics: Single Data Set (3 years data) CST System Subscription Fee	1	2,266.05	- 0.00	2,266.05
CrimeView Analytics: Single Data Set (Add'l Yr) Subscription Fee	1	400.00	- 200.00	200.00
CrimeView Analytics: Standard (3 years data) CST System Subscription	1	5,665.12	- 0.00	5,665.12
CrimeView Analytics: Standard (Add'l Year) System Subscription	1	500.00	- 250.00	250.00
			Software Subtotal	9,581.17 USD
			Discount	- 825.00 USD
			Software Total	8,756.17 USD

SOFTWARE SUMMARY

Software Subtotal	262,981.17 USD
Software Discount	- 105,634.72 USD
Software Total	157,346.45 USD

SERVICES

RMS

DESCRIPTION	TOTAL
Public Safety Consulting Services - Fixed Fee	59,280.00
Public Safety GIS/Analytics Services - Fixed Fee	25,740.00
Public Safety Project Management Services - Fixed Fee	31,590.00

System Purchase Agreement

Public Safety Technical Services - Fixed Fee		36,075.00
Public Safety Training Services - Fixed Fee		14,040.00
	Services Subtotal	166,725.00 USD
	Discount	- 59,904.42 USD
	Services Total	106,820.58 USD

SERVICES SUMMARY

	Services Subtotal	166,725.00 USD
	Services Discount	- 59,904.42 USD
	Services Total	106,820.58 USD

HARDWARE

RMS

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Enterprise RMS Web Evidence and Barcode Desktop Printer Hardware	1	621.99	621.99
Enterprise RMS Web Evidence and Barcoding Labels for Zebra printer using Thermal Transfer Labels 4" x 2" Hardware	1	111.29	111.29
Enterprise RMS Web Evidence and Barcoding Scanner Hardware	1	949.00	949.00
Enterprise RMS Zebra Wax Ribbon cartridge for Zebra Printer Hardware	1	101.40	101.40
	Hardware Total		1,783.68 USD

HARDWARE SUMMARY

	Hardware Total	1,783.68 USD
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COST SUMMARY

	Software Subtotal	262,981.17 USD
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Services Subtotal 166,725.00 USD

Hardware Subtotal 1,783.68 USD

Subtotal 431,489.85 USD

Discount - 165,539.14 USD

Total **265,950.71 USD**

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	157,346.45

Payment Terms and Schedule

The total amount of this contract is \$265,950.71

The amounts due under this contract are as follows:

Subscription Fee for Initial Term	<ul style="list-style-type: none">• 100% due upon Go Live
Services	<ul style="list-style-type: none">• 30% due at Contract Signing• 30% due at Software Installation• 30% due at Completion of 1st Pre-Go Live End User Training session• 10% due at Go Live
Hardware and Third Party	<ul style="list-style-type: none">• 100% upon Contract Execution

*Customer must pay maintenance fees for its existing RMS system through the date of Go Live of WebRMS

*CrimeView Dashboard will remain active until 60 days after Go Live of CrimeView Analytics

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of Go Live for the initial Subscription Fee for the twelve (12) month period of the Initial Term; 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.

Annual Subscription Fees are subject to increase after the term of this Agreement, consisting of the initial year of the Agreement and four (4) renewal terms, in an amount not to exceed 5% above the cost of the fourth (4th) renewal year.

The remittance address for payments only is:

CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

PREVIOUSLY LICENSED SOFTWARE SUPPORT FEES

The software listed below has been previously licensed to client through various agreements, amendments, and other mutually agreed upon documentation. The fees listed below are due on or before the corresponding dates listed except for the TriTech.com IQ Annual Maintenance Fee which shall be paid upon Go Live of the Web IQ Search product. Upon Go Live of WebRMS system, Client will receive a pro-rated credit for any unused maintenance and support fees of the pre-existing system.

Product: Product Name	Custom Name	Quantity	7/21/22 - 7/20/23
TriTech.com IQ Annual Maintenance Fee	On Premise Inform IQ (SO12081049) -(8x5)	1	USD 2,872.89
IQ - CrimeView Dashboard Annual Subscription Fee	CrimeView Dashboard	1	USD 8,719.14
FBR Workstation Software License Annual Maintenance Fee	FBR Workstations	1	USD 6,010.69
Enterprise RMS Integrated Solution License Fee		1	USD 0.00
Enterprise RMS Integrated Solution Annual Maintenance Fee	Connecticut Racial Profiling Interface	1	USD 2,649.18
Enterprise RMS Integrated Solution License Fee		1	USD 0.00
Enterprise RMS Integrated Solution Annual Maintenance Fee	RMS, Brazos Citation Importer	1	USD 3,221.22
Enterprise Mobile Magnetic Stripe Reader Software License Fee		110	USD 0.00
Enterprise Mobile Magnetic Stripe Reader Software Annual Maintenance Fee	Inform Mobile Magnetic Stripe Reader Software	1	USD 4,129.16
Std Enterprise CAD to External System Incident Data Transfer Interface License Fee		1	USD 0.00
Std Enterprise CAD to External System Incident Data Transfer Interface Annual Maintenance Fee	Inform CAD to TriTech System Incident Data Transfer Interface (aka CAD to RMS IF)	1	USD 0.00
Enterprise RMS Server Software License Fee		1	USD 0.00
Enterprise RMS Server Software Annual Maintenance Fee	Vision RMS Server (SO990735), 20 RMS Workstations (SO990735) , Bar Coding (SO081126) - (8X5)	1	USD 24,505.38
Enterprise FBR Server Software License Fee		1	USD 0.00

Enterprise FBR Server Software Annual Maintenance Fee	FBR Server	1	USD 4,508.02
NCIC/State Message Switch Server Software - Enterprise RMS License Fee		1	USD 0.00
NCIC/State Message Switch Server Software - Enterprise RMS Annual Maintenance Fee	NCIC/State Message Switch	1	USD 15,895.07
IQ CrimeView Desktop License License Fee		1	USD 0.00
IQ CrimeView Desktop License Annual Maintenance Fee	CrimeView Desktop Maintenance	1	USD 4,282.07
Enterprise FBR Server Software License Fee		50	USD 0.00
Enterprise FBR Server Software Annual Maintenance Fee	Inform FBR Server Software	1	USD 5,898.74
			USD 82,691.57
		Quantity	7/21/22 - 7/20/23
Product: Product Name	Custom Name		
Enterprise Mobile Base Position License Fee		110	USD 0.00
Enterprise Mobile Base Position Annual Maintenance Fee	Inform Mobile Base Position NCIC Access	1	USD 29,140.99
Enterprise Mobile Interface License License Fee		1	USD 0.00
Enterprise Mobile Interface License Annual Maintenance Fee	Inform Mobile Interface Server	1	USD 0.00
Enterprise Mobile Server Software License Fee		1	USD 0.00
Enterprise Mobile Server Software Annual Maintenance Fee	Inform Mobile Server Software (C 101-250 Positions)	1	USD 11,921.32
Enterprise CAD Integrated Solution License Fee		1	USD 0.00
Enterprise CAD Integrated Solution Annual Maintenance Fee	Inform CAD FireHouse Interface	1	USD 3,973.77
Enterprise CAD Position License Fee		11	USD 0.00
Enterprise CAD Position Annual Maintenance Fee	Inform CAD Position	1	USD 29,140.99
Enterprise CAD Position License Fee		3	USD 0.00
Enterprise CAD Position Annual Maintenance Fee	Inform CAD Position Read Only Position For VisionCAD Monitor	1	USD 2,384.26

Enterprise CAD The GISLink Utility Position License Fee		1	USD 0.00
Enterprise CAD The GISLink Utility Position Annual Maintenance Fee	Inform CAD the GISLink Utility	1	USD 5,298.36
Enterprise Mobile Base Position License Fee		50	USD 0.00
Enterprise Mobile Base Position Annual Maintenance Fee	Inform Mobile Base Position	1	USD 10,596.73
Standard EMD Integration License Fee		4	USD 0.00
Standard EMD Integration Annual Maintenance Fee	Standard EMD Integration	1	USD 529.83
Standard Station Alert Interface License Fee		1	USD 0.00
Standard Station Alert Interface Annual Maintenance Fee	Zetron Model 26 Interface	1	USD 5,298.36
Enterprise CAD Mapping License Fee		16	USD 0.00
Enterprise CAD Mapping Annual Maintenance Fee	CAD Mapping Support Fees	1	USD 281.43
Enterprise CAD Disaster Recovery System License Fee		1	USD 0.00
Enterprise CAD Disaster Recovery System Annual Maintenance Fee	Inform CAD Disaster Recovery System	1	USD 0.00
Enterprise CAD Rotation Provider License Fee		1	USD 0.00
Enterprise CAD Rotation Provider Annual Maintenance Fee	Inform CAD Rotation Provider	1	USD 2,649.18
Enterprise CAD Routing Server License Fee		1	USD 0.00
Enterprise CAD Routing Server Annual Maintenance Fee	Inform CAD Routing Server	1	USD 4,953.96
Enterprise CAD Server Software License Fee		1	USD 0.00
Enterprise CAD Server Software Annual Maintenance Fee	Inform CAD Server Software (B 6-20 Positions)	1	USD 7,947.54
Enterprise CAD Standard Operating Procedure (SOP) License Fee		1	USD 0.00
Enterprise CAD Standard Operating Procedure (SOP) Annual Maintenance Fee	Inform CAD Standard Operating Procedure	1	USD 1,986.88
Enterprise Mobile Mapping License Fee		161	USD 0.00
Enterprise Mobile Mapping Annual Maintenance Fee	Mobile Mapping Support Fees	1	USD 4,424.89
Connectivity (Formerly Go to Assist) License Fee		1	USD 0.00
Connectivity (Formerly Go to Assist) Annual Maintenance Fee	Remote Support Connectivity	1	USD 439.74

Standard Alpha Numeric Paging Interface License Fee		1	USD 0.00
Standard Alpha Numeric Paging Interface Annual Maintenance Fee	Standard Alpha Numeric Paging Interface	1	USD 2,384.26
Standard ANI/ALI Interface License Fee		1	USD 0.00
Standard ANI/ALI Interface Annual Maintenance Fee	Standard ANI/ALI Interface	1	USD 2,384.26
			USD 125,736.74
Product: Product Name	Custom Name	Quantity	8/24/22 - 8/23/23
Crimemapping.com Annual Subscription Fee	CrimeMapping.com	1	USD 1,608.12
			USD 1,608.12

ADDENDUM C

PROPRIETARY INFORMATION¹

**SUBSCRIPTION SERVICE LICENSE & USE AGREEMENT
(IF APPLICABLE)**

¹ **THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF CENTRALSQUARE TECHNOLOGIES. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF CENTRALSQUARE TECHNOLOGIES.**

ADDENDUM D

PROPRIETARY INFORMATION¹

SUBCONTRACTOR SOFTWARE, HARDWARE & SERVICES
(ATTACHED IF APPLICABLE)

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ADDENDUM E

PROPRIETARY INFORMATION¹

SUBCONTRACTOR LICENSE, WARRANTY & SUPPORT AGREEMENTS (ATTACHED IF APPLICABLE)

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

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ADDENDUM F

PROPRIETARY INFORMATION¹

SYSTEM PLANNING DOCUMENT

(TO BE PROVIDED AS A PROJECT DELIVERABLE)

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