



CentralSquare Technologies, LLC  
1000 Business Center Drive  
Lake Mary, FL 32746  
[www.centrialsquare.com](http://www.centrialsquare.com)

# **SUBSCRIPTION SERVICE ACCESS & USE AGREEMENT**

FOR

**CITY OF STAMFORD, CT**

ON BEHALF OF

**STAMFORD POLICE DEPARTMENT**

# SUBSCRIPTION SERVICE ACCESS & USE 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

## I. INTRODUCTION

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” (Client and CentralSquare collectively are “Parties” herein, individually a “Party”), for the use of a hosted implementation of CentralSquare’s RMS Enterprise.

## II. Services; Software.

- A. Under the terms of this Agreement, CentralSquare will be responsible for providing the following services (“Services”):
- (i) Providing CentralSquare’s software (“Software”) on an online server as indicated on Addendum 2 attached hereto;
  - (ii) Providing the Client with technical support for the Software as set forth in Schedule A (“Technical Support”), and other related services as further defined in the Addendum 2 attached hereto;
  - (iii) Providing the Client with certain user manuals and/or online Software education or other information on the CentralSquare website to assist Client with its use of the Software (“Documentation”);
  - (iv) Providing any other Software related services stated in Addendum 2, attached hereto (together, the “Subscription Services”). Schedule A, Technical Support and any Documentation may be updated by CentralSquare from time to time in its sole discretion upon written notice to Client;
  - (v) Providing the Client with initial training as stated in Addendum 2, attached hereto; and
  - (vi) Populating the Software and the associated database(s) with Client Information (as defined in Section VIII (B) hereof) and otherwise assist Client with the setup of the Software (together, the “Implementation Services”).
  - (vii) 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, epidemic or pandemic, 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 online 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 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 access to use the Subscription Services, including the Software, 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 Software and 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.
- 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 Software or Services at any single moment in time shall be specified In Addendum 2, attached hereto.

### **IV. Fees; Payment; Taxes.**

- A. As consideration for use of the Subscription Software and Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in Addendum 2, attached hereto (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 Software and 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. The Subscription fee after four (4) renewal terms shall be subject to increase on an annual basis at a rate not to exceed 5%.

D. All amounts due and payable to CentralSquare hereunder shall be paid when due.

**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. Acceptance.**

**General.** Testing of the System and Subsystems shall occur throughout the Project life cycle. Prior to conducting the Functional Test (“FT”) process as defined below, CentralSquare shall provide the standard FT documents for the System. 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 F T 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.

Upon Go Live of the System, the Client shall use the System for a thirty (30) consecutive day period to verify operational functionality in a live environment. If no Urgent Priority or Critical Priority Software Errors (as those terms are defined in Schedule A, Technical Support) are reported during such thirty (30) day period, the System shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the acceptance test period, CentralSquare shall commence actions in accordance with the Schedule A, Technical Support to correct the reported error.

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.

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). 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.

## VI. 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 five (5) years (“Initial Term”) from the date of activation unless the Agreement is otherwise terminated as set forth herein. The “date of activation” will be defined as the date, at which the Client will be able to access the Software. 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 involuntary 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 thirty (30) 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 VIII 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.

## **VII. 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.

### **VIII. 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) 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, of this Agreement.
- E. Confidential Information other than PHI as defined in Addendum 1 of this Agreement, 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.

## **IX. 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.
- B. 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.
- 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 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.
- 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.

## **X. 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. NOTWITHSTANDING THE FOREGOING, CENTRALSQUARE AGREES TO USE ITS BEST EFFORTS TO ENSURE THAT THE DATA SUPPLIED WITH THE SOFTWARE IS ACCURATE AND COMPLETE.
- 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.

## **XI. 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 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.

**XII. 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.

**XIII. 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.

Director of Public Safety, Health & Welfare  
City of Stamford  
888 Washington Boulevard  
Stamford, CT 06901

Director of 911 Communications Center  
City of Stamford  
888 Washington Boulevard  
Stamford, CT 06901

Chief of Police  
Stamford Police Department  
725 Bedford Street  
Stamford, CT 06901

B. Written Notices to CentralSquare:

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

**XIV. 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.

**XV. 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.

#### **XVI. Cooperative Purchasing.**

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.

#### **XVII. Insurance**

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.

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.

#### **XVIII. 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 CentralSquare.

#### **XIX. Code of Ethics**

CentralSquare is prohibited from using its status as a contractor to the Client 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](https://library.municode.com/ct/stamford/codes/code_of_ordinances).

## **XX. Non-Appropriation**

CentralSquare acknowledges that the Client is a municipal corporation, that the Client's obligation to make payments under this Agreement is contingent upon the appropriation by the Client'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.

*(remainder of page intentionally left blank)*

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

**CITY OF STAMFORD, CT**

**CENTRALSQUARE TECHNOLOGIES, LLC**

Accepted By (Signature)

Accepted By (Signature)

\_\_\_\_\_  
Printed Name: David R. Martin

Printed Name

Title: Mayor

Title

Date: \_\_\_\_\_

Date

APPROVED AS TO FORM:

*Burt Rosenberg*  
\_\_\_\_\_  
Burt Rosenberg  
Asst. Corporation Counsel

Date: October 8, 2021

## **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.

#### **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, 7:30 A.M. to 7:30 P.M. (Central Time) ("Normal Customer Service Hours") toll-free phone number (800-987-0911), excluding holidays. CentralSquare shall provide to Client, during the Normal Customer Service 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. Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. 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 Portal**

Online support is available twenty-four (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 not provided by CentralSquare (“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:

- 5.1. Provide end user hardware, operating system and browser software that meets technical specifications, as well as a stable high-speed connection and remote connectivity.
- 5.2. Maintain the designated end-user computer system and associated peripheral equipment in good working order in accordance with the manufacturers’ specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3. Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4. Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5. Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6. At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Client;
- 5.7. Client shall remain solely responsible at all times for the safeguarding of Client’s proprietary, confidential and classified information; and
- 5.8. 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**

- 6.1. 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 required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 6.2. 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. Cloud Security Program

- 7.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 7.2. Security & Monitoring. SSL and IPSEC VPN with 256-bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 7.3. Testing, Audits & Compliance. Third party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

## 8. Service Level Commitments

- 8.1. Target. In each Service Period, the target for availability of the Software is 99.9% (“Availability Target”). “Service Period” means twenty-four (24) hours per day Monday through Sunday each calendar month that Client receives the Software, excluding a maintenance window on Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Clients may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Client if the entire maintenance window will be required.
- 8.2. Measurement. Service availability is measured as the total time that the Software is available during each Service Period for access by Client (“Service Availability”). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare’s hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Client, at their discretion, may also employ monitoring tools, not to override CentralSquare’s measurements for purposes of calculating Service Availability. Additionally, Client monitoring tools’ use must be:
  - 8.2.1. mutually agreed upon by CentralSquare and Client.
  - 8.2.2. paid, installed and maintained by the Client.
  - 8.2.3. non-invasive and may not reside on CentralSquare’s systems
- 8.3. Calculation. Service Availability for a given month shall be calculated using the following calculation:
  - 8.3.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
  - 8.3.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.
  - 8.3.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- 8.4. Remedy. If the Service Period target measurement is not met then the Client shall be entitled to a credit calculated as follows:



Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

8.5. If not directly reported by CentralSquare, Credit entitlement must be requested by the Client within sixty (60) days of the failed Availability Target. Client shall not be entitled to offset any monthly Software fee payments, nor withhold fee payments, on account of a pending credit. Client shall not be eligible for credits for any period where Client is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

**9. Server Performance & Capacity**

9.1. CentralSquare shall provide sufficient server capacity for the term of this Agreement to meet the reasonable performance requirements for the number of concurrent system users listed in Addendum 2. The Subscription Fee includes up to 200GBs of storage for customer data, any additional storage needed would be charged at a rate of twenty dollars (\$20) per 50GBs. If the Client requests, at some later date, to add additional Software, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply. Such additional fees shall be negotiated in good faith with Client and agreed to in writing.

9.2. “In-network” is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as “out-of-network.” CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

**10. System Maintenance**

10.1. 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 downtime is four-to-eight (4-8) hours depending on data size and start/end version changes. Web patches can take twenty-to-thirty (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.

10.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the CentralSquare’s standard business hours of operation and the Client will be notified prior to the upgrade.

10.3. 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 impacting 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.

## 11. **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 application.*

Priority	Issue Definition	Response Time
<p><b>Priority 1 – Urgent</b></p>	<p>Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following:</p> <ul style="list-style-type: none"> <li>• CentralSquare RMS server software inoperative</li> <li>• Loss of ability for all users to log on to system</li> <li>• Loss of transactional data &amp; transactional data corruption</li> </ul> <p>This means one or more critical server components are nonfunctional disabling Records Enterprise or the field reporting capabilities of Records Enterprise workstations.</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative but not longer than five (5) minutes.</p> <p>Priority 1 issues must be called in via 800-987-0911 in order to receive this level of response.</p> <p>There are no Priority 1 issues for:</p> <p>CrimeView Dashboard            FireView Dashboard            CrimeMapping.com            NEARme            Field Ops</p>
<p><b>Priority 2 – Critical</b></p>	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of an Urgent Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of ability for CentralSquare RMS users to enter Case (Incident, Arrest and Custody) records into the system</li> <li>• Unable to book or release inmates</li> </ul> <p>A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of CentralSquare RMS workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be immediately answered and managed by the first available representative but not longer than five (5) minutes.</p> <p>Priority 2 issues must be called in via 800-987-0911 in order to receive this level of response</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><b>Priority 3 – Non-Critical</b></p>	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, but which does negatively impact the User from performing a common function. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> <li>• Loss of Non-Urgent Data (with “Non- Urgent” being defined as not causing an error classified as a P1 or P2 error (above).</li> <li>• NIBRS State reporting issues that cause agency reports to exceed State error submission limits</li> <li>• UCR reporting multiple occurrence of inaccurate data</li> </ul> <p>A significant number of workstations are negatively impacted by this error (e.g., does not apply to a minimal set of CentralSquare RMS workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative but not longer than five (5) minutes after the initial phone call.</p> <p>Non-Critical Priority issues may also be reported via <a href="https://support.centrsquare.com/s/contract-us">https://support.centrsquare.com/s/contract-us</a></p> <p>Non-Critical Priority issues are not managed after Normal Customer Service Hours.</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><b>Priority 4 – Minor</b></p>	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.</p>	<p>Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative but not longer than five (5) minutes after the initial phone call.</p> <p>Minor Priority issues may also be reported via <a href="https://support.centrsquare.com/s/contract-us">https://support.centrsquare.com/s/contract-us</a></p> <p>Minor Priority issues are not managed after Normal Customer Service Hours.</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>

**12. Exceptions**

CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

- 12.1. 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.
- 12.2. denial of reasonable access to Client’s system or premises preventing CentralSquare from addressing the issue.
- 12.3. 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.  
 12.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

**13. 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
<b>Priority 1 – Urgent</b>	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	<p>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.</p> <p>CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than twelve (12) hours after notification.</p> <p>There are no Priority 1 issues for:</p> <p>CrimeView Dashboard            FireView Dashboard            CrimeMapping.com            NEARme            Field Ops</p>
<b>Priority 2 –Critical</b>	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	<p>CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system.</p> <p>CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than thirty-six (36) hours after notification.</p> <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><b>Priority 3 – Non - Critical</b></p>	<p>CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.</p>	<p>CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and CentralSquare’s User base. Priority 3 issues have priority scheduling in a subsequent release.</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><b>Priority 4 – Minor</b></p>	<p>If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.</p>	<p>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.</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>

**14. Non-Production Environments**

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

- 14.1. 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.
- 14.2. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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**  
**Pricing Detail, Payment Schedule, and Project Cost Summary**

**SOFTWARE**

**RMS**

<b>PRODUCT NAME</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>DISCOUNT</b>	<b>TOTAL</b>
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
			<b>Software Subtotal</b>	229,000.00 USD
			<b>Discount</b>	- 80,409.72 USD
			<b>Software Total</b>	148,590.28 USD

**ADDITIONAL INTERFACES**

<b>PRODUCT NAME</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>DISCOUNT</b>	<b>TOTAL</b>
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
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
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<b>Software Subtotal</b>	24,400.00 USD
<b>Discount</b>	- 24,400.00 USD
<b>Software Total</b>	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

<b>Software Subtotal</b>	9,581.17 USD
<b>Discount</b>	- 825.00 USD
<b>Software Total</b>	8,756.17 USD

**SOFTWARE SUMMARY**

<b>Software Subtotal</b>	262,981.17 USD
<b>Software Discount</b>	- 105,634.72 USD
<b>Software Total</b>	<b>157,346.45 USD</b>

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

### SERVICES SUMMARY

<b>Services Subtotal</b>	166,725.00 USD
<b>Services Discount</b>	- 59,904.42 USD
<b>Services Total</b>	<b>106,820.58 USD</b>

### 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
<b>Hardware Total</b>			<b>1,783.68 USD</b>

### HARDWARE SUMMARY

<b>Hardware Total</b>	<b>1,783.68 USD</b>
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### COST SUMMARY

<b>Software Subtotal</b>	262,981.17 USD
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**Services Subtotal** 166,725.00 USD

<b>Hardware Subtotal</b>	1,783.68 USD
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**Subtotal** 431,489.85 USD

**Discount** - 165,539.14 USD

**Total** **265,950.71 USD**

## RECURRING FEES

<b>TYPE</b>	<b>AMOUNT</b>
FIRST YEAR MAINTENANCE TOTAL	0.00
<hr/>	
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"><li>• 100% due upon Go Live</li></ul>
Services	<ul style="list-style-type: none"><li>• 30% due at Contract Signing</li><li>• 30% due at Software Installation</li><li>• 30% due at Completion of 1<sup>st</sup> Pre-Go Live End User Training session</li><li>• 10% due at Go Live</li></ul>
Hardware and Third Party	<ul style="list-style-type: none"><li>• 100% upon Contract Execution</li></ul>

\*Customer must pay maintenance fees for its existing systems through the date of Go Live of WebRMS. Upon Go Live of WebRMS, Client will receive a pro-rated credit for any unused maintenance and support fees of the pre-existing system.

\*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 in an amount not to exceed 5% from the prior year after four (4) renewal terms.

The remittance address for payments only is:

CentralSquare Technologies  
12709 Collection Center Drive  
Chicago, IL 60693

**ADDENDUM 3**  
**Statement of Work (Attached)**