RESOLUTION NUMBER 7881

WHEREAS, the City of Beatrice ("City") operates a 911 emergency dispatch center; and

WHEREAS, the City desires to execute an Agreement with CentralSquare Technologies, LLC, for computer-aided dispatch software licenses and related professional services for the Beatrice Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and Chief of Police of the City of Beatrice, Nebraska, are authorized to execute the Agreement with CentralSquare Technologies, LLC, and any and all other documents necessary, for computer-aided dispatch software, PSJ Pro solution software, and related professional services for the Beatrice Police Department. A copy of the said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 2nd day of November, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Michael McLain, Mayor

Exhibit "A"

CentralSquare Solutions Agreement

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

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

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

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

CentralSquare Technologies, LLC	Beatrice Police Department
1000 Business Center Drive DocuSigned by: Lake Mary, FL 32746	201 N 5th St, Beatrice, Nebraska 68310
By: Ron Anderson D0E45FA2938A4EB...	By:
Print Name: Ron Anderson	Print Name: Jay Murphy
Print Title: Chief Revenue Officer	Print Title: Chief of Police
Date Signed: 10/29/2026	Date Signed: 11-2-26

Solution: PSJ Pro

Term.

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

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

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

Fees.

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

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

Standard Terms and Conditions

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

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

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

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

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

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

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

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

1.8. **"Delivery"** means:

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

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

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

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

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

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

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

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

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

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

1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

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

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

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

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

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

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

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

2. License, Access, and Title.

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

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

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

2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted 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 usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.

2.5. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

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

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

3. Use Restrictions. Authorized Users shall not:

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

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

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

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

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

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

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

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

4. Audit.

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

restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

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

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

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

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

6. Professional Services.

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

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

6.3. Federal Grant Funds. CentralSquare shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment. Additionally, CentralSquare shall not discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee based on race, color, religion, sex, national origin, age, medical condition, marital status, sexual orientation, gender identity, genetic information, veteran status, or disability, or any other characteristic or classification protected by applicable law. Not Applicable.

6.4. Criminal Justice Information Services. To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.

Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

7. Confidentiality.

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

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

7.3. Public Record. As this Agreement is public record, CentralSquare is permitted to disclose Customer as a Customer. However, CentralSquare shall not make any statements or representations regarding Customer's opinion of CentralSquare or its services. CentralSquare may reach out to Customer from time to time for references or marketing engagements, subject to Customer's written approval.

8. Security.

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

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

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

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

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

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

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

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

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

10. Representations and Warranties.

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

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

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from Delivery (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this

Agreement; and (ii) at the time of Delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option and as the sole remedy, reinstall the Software or correct the Defects pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

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

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

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

If to CentralSquare	**CentralSquare Technologies, LLC** **1000 Business Center Dr.** **Lake Mary, FL 32746** **Phone: 407-304-3235** **Attention: Legal/Contracts**
If to Customer:	**Beatrice Police Department** **201 N 5th St** **Beatrice, Nebraska 68310** **Phone: 402-223-4080** **Email: jmurphy@beatrice.ne.gov** **Attention: Jay Murphy**

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

13. **Indemnification**.

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

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

13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims 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 solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

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

14. Termination.

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

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

14.3. Customer may elect not to renew this Agreement by providing written notice at least six (6) months before the expiration of the then-current term, in which case this Agreement will terminate upon the expiration of such term.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

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

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

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

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

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

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

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

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided

however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
    17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
    17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
    17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
    17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
18. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**
    19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**
    19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**
20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors**. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

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

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

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

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

28. **Cooperative Purchases.** The Parties agree that other entities ("Cooperative Customers") may use this Agreement as a purchasing vehicle for similar CentralSquare software and services. Terms and conditions specific to each Cooperative Customer's purchase, including but not limited to pricing, payment terms, and scope of work, shall be negotiated separately between CentralSquare and the Cooperative Customer. A separate contract and any necessary supplemental documents shall be developed independently from this Agreement for each Cooperative Customer, and each such contract shall be fully independent of the others. The original Customer shall not be a party to any agreements made between CentralSquare and Cooperative Customers and will not incur any liability related to specifications, delivery, payment, or any other aspect of purchases made by Cooperative Customers.

29. **AI Use & Accuracy.** The software provided under this Agreement may include access to artificial intelligence ("AI") features that generate outputs based on inputs. Customer acknowledges and agrees that:
    - 29.1. AI-generated outputs may be inaccurate, incomplete, or inappropriate, and should not be relied on as a sole source of truth or decision making;
    - 29.2. Users are responsible for reviewing and validating any AI-generated content before using it in any context;
    - 29.3. A human-in-the-loop (human is actively involved in reviewing, validating, or making decisions based on the output) approach is strongly recommended, and users agree to exercise appropriate judgment and oversight when using the software;
    - 29.4. CentralSquare makes no warranties or guarantees regarding the accuracy, reliability, or suitability of AI-generated outputs for any particular purpose;
    - 29.5. Use of the AI features is at Customer's own risk, and Customer agrees not to use the software in any manner that may cause harm or violate applicable laws or regulations.

30. **Order of Precedence**.
    - 30.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
        - 30.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
    - 30.2. Customer's purchase order terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
    - 30.3. Incorporated Exhibits to this Agreement:

      Exhibit 1: Solution(s) and Services Fee Schedule

      Exhibit 2: Maintenance & Support

      Exhibit 3: CentralSquare Access Management Policy

      Exhibit 4: Certificate of Insurance (Evidence of Coverage)

      Exhibit 5: Statement of Work

      Exhibit 6: Using/Accessing Agency Guidelines

      Exhibit 7: Service Level Commitments

      Exhibit 8: Managed Services Provisions (not applicable)

      Exhibit 9: FirstTwo Customer Licensing Terms (not applicable)

      Exhibit 10: Third-Party Terms and Conditions

EXHIBIT 1

Solution(s) and Services Fee Schedule

Quote #: Q-264123

SOFTWARE INCLUDED

I. CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CAD PS Pro Priority SMS Paging Annual Subscription Fee	1	5,400.00	- 972.00	4,428.00
2.	CentralSquare Pro CAD Cloud Dispatch Position Annual Subscription Fee	2	1,800.00	- 648.00	2,952.00
3.	CentralSquare Pro CAD Cloud Platform Annual Subscription Fee	1	17,000.00	- 4,250.00	12,750.00
4.	Pro CAD Standard Interfaces Annual Subscription Fee - GeoComm, APCO/Intellicomm - includes up to 2 Standard Integrations	2	5,000.00	- 1,800.00	8,200.00

I. CAD Software Subtotal	36,000.00 USD
I. CAD Software Discount	- 7,670.00 USD
I. CAD Software Total	28,330.00 USD

II. MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
5.	CentralSquare Pro CAD Cloud Mobile Position Annual Subscription Fee	10	450.00	- 900.00	3,600.00
6.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	1	120.00	- 36.00	84.00

II. Mobile Software Subtotal	4,620.00 USD
II. Mobile Software Discount	- 936.00 USD
II. Mobile Software Total	3,684.00 USD

III. RMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
7.	CentralSquare Pro Records Cloud Officer Annual Subscription Fee	24	400.00	- 2,400.00	7,200.00
8.	CentralSquare Pro Records Cloud Platform Annual Subscription Fee	1	36,000.00	- 9,000.00	27,000.00

9.	Pro Records Standard Interfaces Annual Subscription Fee - TraCS Crash, TraCS eCites - includes up to 2 Standard Integrations	2	6,000.00	- 3,000.00	9,000.00

III. RMS Software Subtotal 57,600.00 USD
III. RMS Software Discount - 14,400.00 USD
III. RMS Software Total 43,200.00 USD

IV. GAGE COUNTY SHERIFF'S OFFICE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
10.	CentralSquare Pro CAD Cloud Mobile Position Annual Subscription Fee	17	450.00	- 1,377.00	6,273.00
11.	CentralSquare Pro Records Cloud Officer Annual Subscription Fee	17	400.00	- 1,224.00	5,576.00
12.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	1	120.00		120.00

IV. Gage County Sheriff's Office Software Subtotal 14,570.00 USD
IV. Gage County Sheriff's Office Software Discount - 2,601.00 USD
IV. Gage County Sheriff's Office Software Total 11,969.00 USD

V. WYMORE POLICE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
13.	CentralSquare Pro CAD Cloud Mobile Position Annual Subscription Fee	1	450.00	- 81.00	369.00
14.	CentralSquare Pro Records Cloud Officer Annual Subscription Fee	1	400.00	- 72.00	328.00
15.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	1	120.00		120.00

V. Wymore Police Software Subtotal 970.00 USD
V. Wymore Police Software Discount - 153.00 USD
V. Wymore Police Software Total 817.00 USD

VI. BEATRICE FIRE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
16.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	1	120.00	120.00

VI. Beatrice Fire Software Total 120.00 USD

VII. CENTERLINE AI

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
17.	Centerline AI Platform Annual Subscription Fee	1	3,000.00	- 3,000.00	0.00
18.	Centerline AI User Annual Subscription Fee	24	350.00	- 8,400.00	0.00
19.	Centerline AI User Annual Subscription Fee	17	350.00	- 1,071.00	4,879.00

VII. Centerline AI Software Subtotal	17,350.00 USD
VII. Centerline AI Software Discount	- 12,471.00 USD
VII. Centerline AI Software Total	4,879.00 USD

SOFTWARE SUMMARY

Software Subtotal	131,230.00 USD
Software Discount	- 38,231.00 USD
Software Total	**92,999.00 USD**

SERVICES INCLUDED

VIII. SERVICES

	DESCRIPTION	TOTAL
1.	Centerline AI Implementation Services - Fixed Fee	1,560.00
2.	Pro CAD New Install Services (1-10 CAD Positions) - Fixed Fee	37,500.00
3.	Pro RMS New Install Services (1-199 Sworn) - Fixed Fee	42,500.00
4.	Public Safety Data Conversion Services - Fixed Fee	29,250.00
5.	Public Safety Project Management Services - Fixed Fee	5,850.00
6.	Public Safety Travel & Living Expenses Estimate	20,700.00

VIII. Services Services Subtotal	137,360.00 USD
VIII. Services Services Discount	- 58,330.00 USD
VIII. Services Services Total	79,030.00 USD

SERVICES SUMMARY

Services Subtotal	137,360.00 USD
Services Discount	- 58,330.00 USD
Services Total	**79,030.00 USD**

QUOTE SUMMARY

Software Subtotal	131,230.00 USD

Services Subtotal	137,360.00 USD
Quote Subtotal	268,590.00 USD
Discount	- 96,561.00 USD
Quote Total	**172,029.00 USD**

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	92,999.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

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

PAYMENT TERMS

Travel & Living Expenses

- Due as Incurred

Payment Terms:

Subscriptions:

- Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- So long as Customer maintains an active subscription to a Core Product (CAD, RMS, or Jail) and remains in good standing under the Agreement, including being current on all applicable fees, Centerline AI is included at no cost for the first twenty-four (24) licenses. Any Centerline AI licenses in excess of the initial twenty-four (24) shall be due on the Delivery Date, and annually thereafter on the anniversary of that payment date.
- Annual Subscription Fees following the initial five (5) year term, or starting with Year 6, shall increase by 5%

Services:

Payment Schedule for Implementation Services :

	Implementation Services
50%	Due on the Execution Date
50%	Due on the first anniversary of the Execution Date

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

Hardware:

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

Licenses:

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

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

Third Party:

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

Invoice Terms:

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

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.

b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Maintenance & Support

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

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

   1.2. 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 Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

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

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

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

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

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

5. **Customer Responsibilities**

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

   5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

   5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

   5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

   5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

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

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

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

6. **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 Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

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

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

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

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

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

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

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

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

9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.
10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
    10.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
    10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
11. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
12. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
13. **Technology Life Expectancy**. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

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EXHIBIT 3
CentralSquare Access Management Policy

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

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

BeyondTrust

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

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

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

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

Securelink

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

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

Summation

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

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EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2026

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

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

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-8/31-SM-26-27	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Charter Oak Fire Insurance Co. — 25615 INSURER B : Phoenix Insurance Company — 25623 INSURER C : Travelers Property Casualty Company Of America — 25674 INSURER D : Travelers Casualty And Surety Company — 19038 INSURER E : N/A — N/A INSURER F :

COVERAGES **CERTIFICATE NUMBER:** ATL-006076984-02 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			H-660-6875860-COF-26	08/31/2026	08/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-6878359-26-I3-G	08/31/2026	08/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-6880139-26-I3	08/31/2026	08/31/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-6878356-26-I3-G	08/31/2026	08/31/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2026

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

PRODUCER	CONTACT NAME: WTW Certificate Center
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: QBE Specialty Insurance Company	11515
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

COVERAGES **CERTIFICATE NUMBER:** W43894106 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber/Technology & Prof E&O/ Media Liab./Privacy & Cyber Security Liability			130019930	01/15/2026	04/28/2027	Limit Retention	$10,000,000 $500,000

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Patricia A Forry

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EXHIBIT 5
Statement of Work

[Attached]

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CENTRALSQUARE®

STATEMENT OF WORK

PS Pro Suite | Cloud

Beatrice Police, NE

Version 1.0

Pro Suite Contract

1000 Business Center Drive, Lake Mary, FL 32746
407.304.3235 I Fax: 407.304.3301 I www.centralsquare.com

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Document Control

Date	Version	Details/Changes	Author
9/14/2026	1.0	Initial Draft	Chris Grant

Note on Appendices:
Appendices lettering is standardized across multiple CentralSquare product lines and are not re-lettered per customer for efficiency. Gaps in lettering are due to products and services which are not relevant or offered in this engagement. Blank Appendix pages are not produced to avoid waste in printing.

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1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the "Agreement") between CentralSquare Technologies, LLC (CentralSquare) and Beatrice Police, NE ("Customer").

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement (collectively the "Project").

1.2 General Customer Responsibilities

In addition to those Customer responsibilities stated elsewhere in this SOW, Customer is responsible for the following:

- Electrical facilities – cabling, network communications, telephone, other voice/data connections and peripherals for system workstations and mobiles for production and training use.
- CentralSquare will provide Network Requirements Document and Server Requirements Document that outline the required network and port configuration needed for the application to function within the Customer network.
- The installation, configuration, maintenance (including patch management and upgrades of Microsoft software on workstations and mobile computers.
- Configuration, maintenance, testing, and supporting the third-party systems that Customer operates, and which will be interfaced with as a part of this project. This project includes the contracted interfaces listed in Appendix A – Standard CentralSquare Interfaces.
- Consoles, furniture, or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles, or existing facilities. Installation of workstations into consoles, furniture, vehicles or like items, is the responsibility of Customer.
- Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are regular Project meetings, discussion regarding Interfaces, network planning, testing, and system installation planning.
- The project timeline will require commitment by Customer staff to attend project meetings and execute action items within the mutually agreed upon defined time parameters in the project schedule.

1.3 Project Exclusions

CentralSquare provides software applications that it develops. These applications are sold as is and are considered to be "Commercial Off the Shelf" (COTS) software packages. The functionality of these

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products will be based on CentralSquare's current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

- Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.
- Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.
- Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- CentralSquare is not responsible for the deficiencies in the Customer's internal or contracted network to support Pro Suite workstations/mobiles.
- This project does not include creation or modification of GIS data by CentralSquare staff.
- CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.
- CentralSquare is not responsible for submitting NIBRS data to the State. Customer assumes responsibility to take the necessary steps within the Subsystem to submit NIBRS data monthly to the State unless otherwise noted in the Agreement.

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2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services to implement the CentralSquare Pro Suite cloud. The Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all server and user licenses, interfaces, as well as other CentralSquare tools and utilities.

All installation and configuration activities, as well as upgrades for this project will be performed remotely.

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature.

2.2 Production Environment

This is the primary environment which is used for normal day-to-day operations. Under normal circumstances all users will be live on this system. It will contain the primary production databases and data used by the system for live operations. The production environment for the Customer will be hosted on the AWS Cloud.

2.3 Train Environment

The train environment will be hosted in the AWS Cloud and can be utilized for new staff training, refresher training, and for testing new software releases and/or configuration changes. The train environment can mirror and be refreshed from the production environment at the request of the Customer.

2.4 Software

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

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Pro Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Agency Site License	• Allows agencies named herein to access and use the CentralSquare Pro Suite System.	

Note: Many items are configurable by each agency. All other configurations must be agreed upon between the Primary Agency and any Secondary Agencies.

Administration	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms
Personnel (Core)	• Personnel Log	• Full audit trail
Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback

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CAD	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI • NCIC • NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows
Mapping	• Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers • GIS functions with map window closed • Quickest path unit recommendation	• Active calls for service • Call for service click-through • Custom map markers • Address verification • Faster map functions (compared with non-server version) • Required for 15 or more AVL units
Mapping AVL	• Vehicle locations on map	• Call for service integration

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Records	• Case Reports • NIBRS Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List • Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements	• Pawn Property • Pistol Permits • Sex Offenders • Tow Calls • Bicycle Registrations • Parking Tickets • Custom Forms • Full audit trail • NCIC
Mobile Core	• Grants access to the CentralSquare Mobile application	
Mobile AVL	• Vehicles shown on map	• Call for service integration
Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Reporting	• Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports • Universal Interface Engine

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CentralSquare Field Ops	• CJIS compliant mobile device app • Integrated photo and audio capture tools	• Real-time CFS data access • Uses existing CentralSquare Suite user credentials
Community Data Platform (CDP)	• Search engine for CentralSquare Suite CAD and RMS Data • Includes Crimemapping.com	• State-wide data sharing • Up to 10 concurrent users supported
Crimemapping.com	• Online public-facing crime map • CAD and RMS incidents plotted based on user defined filters	• Citizen email alert sign-up • Online tip submission • Searchable/printable map display
Centerline AI	• Web-based application – Cloud Native • Integrated AI into Report Writing System • Body Worn Camera transcription • State specific e-charging forms	• Configurable forms, fields, and exports • Required state exports included • Completed and approved records for reporting

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3 PROJECT CONTROLLING PROCESSES

3.1 Overview

The establishment of defined processes for Customer communication (contact persons and reporting methods) provides a basis for effective and regular communication.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and effectively managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project.

3.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include but are not limited to a modification to Project scope, Standard or Custom products' functionality, CentralSquare and Customer's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

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A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by Customer or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW.

All Change Orders must go through the CentralSquare's internal approval process before they can be presented to Customer for review and approval. Once the Change Order is generated, Customer Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees for CentralSquare to thoroughly investigate and scope of the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to Customer Project Manager prior to CentralSquare's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if Customer has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that Customer not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post go-live delivery.

3.2.1. CentralSquare Responsibilities

a. CentralSquare will capture the information required to prepare a Change Order and submit to the Customer.

3.2.2. Customer Responsibilities

a. When applicable, Customer will identify the services or deliverables that will be subject to a Change Order, per the Agreement between both parties.
b. When applicable, Customer will identify changes to application features or functionality, Interfaces, or any other Subsystems that will require a change order. This process may also include participation in the requirements process.
c. Customer will approve and process Change Orders in a timely manner.

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3.3 Project Reporting

CentralSquare will provide Monthly Status Reports advising Customer Project Manager and key Customer Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare's Subcontractors' deliverables. The Project Status Reports will include the following:

- Accomplishments during the Reporting Period.
- Planned upcoming activities.
- Issues.
- Risks.
- Key Action Items.

In addition, the CentralSquare Project Manager will hold bi-weekly status meetings/conference calls to update Customer on the status of the Project and key action items and deliverables.

During the course of the Project, one or more Project Provisioning Guides will be created to document Project issues and action items. These Provisioning Guides are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project Provisioning Guides are reviewed with Customer on an as needed basis through the course of the Project. The Consultant is responsible for periodically providing copies of updated Provisioning Guides.

CentralSquare will provide an updated Project Schedule advising Customer Project Manager about the progress of project activities. The Project Schedule will consist of the following:

a. Major Tasks.
b. Task Responsibility.
c. Task Duration.
d. Major Milestones.
e. Tasks Completed.
f. Tasks in Progress.

3.3.1. CentralSquare Responsibilities

a. Provide a written report of Project status once a month.
b. Track issues and action items to closure through product specific Provisioning Guides. Customer will be periodically provided with updated copies of the Provisioning Guide.
c. Conduct status meetings/conference calls every two (2) weeks.
d. Maintain an up-to-date Project Schedule.

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3.3.2. Customer Responsibilities

a. Review the written report on Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
b. Participate in Project status meetings.
c. Ensure participation of personnel in tasks and meetings.

3.4 Document Review

In the course of the Project, CentralSquare will deliver several documents to the Customer for review. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided electronic (soft copy). If Customer desires printed (hard copy) documentation, it is their responsibility to print and bind the desire copies. The CentralSquare Project Manager will retain a copy and provide the Customer with a copy.

Should Customer find any document unacceptable, Customer must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, Customer is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

3.4.1. Documents Subject to Customer Approval

a. Change Orders
b. System Review
c. Cloud Verification

3.4.2. Documents Subject to Customer Review not Requiring Approval

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between Customer and CentralSquare.

a. Project Status Report.

3.4.2.1 CentralSquare Responsibilities

a. Distribute the documents to Customer.
b. Coordinate the process to consolidate comments and edit documents.
c. Manage the sign-off process for applicable documents and the distribution of originals to Customer and CentralSquare for filing.

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3.4.2.2 Customer Responsibilities

a. Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.

b. Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule warrant a shortened turnaround.

3.5 Third-Party Management

CentralSquare will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Agreement.

As part of the Subcontractor agreement, all communications between those third parties and Customer will be managed by CentralSquare. Any communication directly between Customer and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CentralSquare unless an appropriate Change Order has been prepared.

Conversely, Customer will be responsible for the management of third parties that CentralSquare is not responsible for. The Customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of Customer's System. If there are any additional costs from the third parties the Customer is responsible for those costs.

3.5.1. CentralSquare Responsibilities

a. Assume responsibility for third parties that are the responsibility of CentralSquare within the terms of the Agreement between CentralSquare and Customer.
b. Process any Change Orders that may arise from a material change in scope where third parties are concerned.
c. Inform Customer when configuration and or programming will require interaction and/or documentation from a third-party which is not the responsibility of CentralSquare under the Agreement between CentralSquare and Customer.

3.5.2. Customer Responsibilities

a. Work directly through CentralSquare with regard to third parties that are the responsibility of CentralSquare.
b. Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.

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c. Interaction between CentralSquare and third parties are not the responsibility of CentralSquare, this would include conference calls, answers to questions and documentation as requested.

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4 PROJECT INITIATION AND PLANNING

4.1 Overview

Project initiation and planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between Customer and CentralSquare during this process is at a high-level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting of the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are completed and as the Project nears go-live and Project completion.

Note: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from Customer and CentralSquare.

4.1.1. CentralSquare Responsibilities

a. Assign a Project Manager to the Project to participate in initiation phase activities.

b. Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.

c. Baseline the Project Schedule.

4.1.2. Customer Responsibilities

a. Assign a Project Manager for the Project to participate in initiation phase activities.

b. Identify and engage Customer's Project team.

c. Review and comment on the CentralSquare Project Management Plan and the Project Schedule.

d. Review and comment on CentralSquare provided documentation to support initiation activities.

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4.2 Project Kickoff

During the planning phase, the CentralSquare Project Manager will hold a kickoff meeting with Customer's Project team. During the kickoff meeting, the CentralSquare Project Manager will provide an overview of the following:

a. A high-level description of Project Deliverables.

b. A high-level review of the preliminary Project Schedule including projected Project milestones and checkpoints.

c. Describe the work that has been either completed, is in progress or is due to begin within the immediate future.

d. Review any project related questions from Customer's team.

4.2.1. CentralSquare Responsibilities

a. Prepare the agenda and set a date for the kickoff that is convenient to Customer and CentralSquare Team.

b. Distribute any documents that Customer should review in advance of the kickoff meeting.

c. Conduct the kickoff meeting.

4.2.2. Customer Responsibilities

a. Work with the CentralSquare Project Manager to facilitate scheduling a date for the kickoff meeting.

b. Schedule the appropriate personnel from Customer's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.

c. Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

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5 PROJECT EXECUTION

5.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of configuration, installation and testing of software deliverables and migration from on premise to cloud. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

5.2 System Installation

System installation is one of the early processes in the Project implementation phase and has a significant impact on and critical dependency on several key activities.

Cloud virtual provisioning will be the responsibility of CentralSquare. With the exception of on-premise hardware components listed in this SOW, section 5.2.2 – On-Premise Components, future on-premise hardware provisioning is the responsibility of the Customer. Installation of CentralSquare software on on-premise hardware is the responsibility of CentralSquare.

This implementation will be: a combination of cloud and on-premise components.

5.2.1. Cloud Components:

The CentralSquare Cloud Team will provision the CentralSquare software in the cloud. This will entail a planning meeting with the Customer/Network Administrator and other CentralSquare staff (Project Manager, Engineering), configuration of the connection, advising on network communications, and configuring access to the provisioned system.

The administration services of the cloud environment are the responsibility of CentralSquare, including support, operation, and maintenance of the underlying infrastructure. Access to any resources by the Customer will not be allowed except through applications and programmatic connections.

It is preferred that the connection between the Customer and the CentralSquare AWS environment be on a dedicated circuit that is not shared with general internet users on the agency side. For most deployments, a typical business class internet circuit is sufficient when appliances on each end of the connection have 1Gb connections. The Customer will only be responsible for their side of the connection with CentralSquare maintaining the AWS side. Redundant connections are highly recommended.

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5.2.2. On-Premise Components:

CentralSquare will provision the current server hardware on premise, as needed, for use of the CentralSquare provided NCIC Interface and CentralSquare's portion of the required interfaces.

The administration services of the on-premise environment is the responsibility of CentralSquare: including support and maintenance of the underlying infrastructure.

5.2.3. Cloud Virtual Provisioning

The CentralSquare Cloud Team will provision the CentralSquare software in the cloud. This will entail a planning meeting with the Customer, System/Network Administrator, and CentralSquare staff (Project Manager, Engineering). The planning meeting will cover configuration of the connection, advising on network communications, and configuring access to the provisioned system.

CentralSquare Edge shall be used as the method of remote access by the Customer to the systems and/or data. CST Edge employs a Zero Trust Architecture that eliminates the need for traditional VPN-based remote access by enforcing identity-based access controls. The solution is designed to meet applicable remote access requirements of the FBI Criminal Justice Information Services (CJIS) Security Policy. CST Edge is a FIPS-compliant solution that integrates with AWS Cloud and other public safety environments and requires outbound-only internet connectivity over TCP port 443, simplifying Customer firewall configurations.

The administration services of the cloud environment are the responsibility of CentralSquare, including support, operation, and maintenance of the underlying infrastructure. Access to any resources by the Customer will not be allowed except through the applications and programmatic connections.

The Customer will only be responsible for their side of the connection with CentralSquare maintaining the Cloud side.

5.2.3.1 CentralSquare Responsibilities

a. Host technical meeting with Customer network/systems administration staff.

b. Provision connection to Customer's endpoint in coordination with the Customer.

c. Provide port and protocol information to Customer for firewall rules.

d. Provide guidance on DNS forward lookup zones needed for interoperability between Customer networks and cloud deployment.

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e. Provide guidance on routing needed from Customer networks to cloud environment.

f. Whitelist IP ranges and addresses.

g. Provision cloud systems.

h. Provide URLs and any other paths for Customer connectivity.

5.2.3.2 Customer Responsibilities

a. Attend the technical meeting with CentralSquare resources.

b. Acquire ISP connections.

c. Provide an endpoint device.

d. Provide endpoint public IP address for the connection to CentralSquare cloud environment.

e. Work with CentralSquare technical staff to provision the connection.

f. Open firewall as directed by CentralSquare technical staff.

g. Implement DNS forward lookup zones for interoperability with cloud environment.

h. Provide routing rules to route traffic through the connection as advised by CentralSquare technical staff.

i. Identify subnets where workstations will connect from and to the cloud environment.

5.3 Pro Suite Standard Interfaces

5.3.1. Overview

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

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

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

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Standard interfaces to be implemented for this project are listed within the Agreement and Appendix A – Standard CentralSquare Interfaces.

Note: Modifications requested by Customer to a standard interface may incur additional cost and could result in project delays, since modifications to standard interfaces are only released with a major software version.

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

Some interfaces may require the continued presence of a service (sftp, smb share) in the customer's environment which can move files from an agency-specific network location to a location accessible by the interface in the cloud.

5.3.1.1 CentralSquare Responsibilities

a. Install and configure interfaces in the production cloud environment.

b. Demonstrate proper functionality of the interfaces to the customer.

5.3.1.2 Customer Responsibilities

a. Verify the proper functionality of the interfaces in the cloud and provide feedback within ten (10) business days.

b. Work with CentralSquare personnel to identify network requirements for making third-party system endpoints available to the cloud-hosted interfaces.

c. Provide SFTP and SMB information to CentralSquare and third-party vendors as required.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

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

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6 GEOGRAPHICAL INFORMATION SERVICES (GIS)

6.1 Overview

CentralSquare will provide limited GIS data assessment and feedback focused largely on data attribution. CentralSquare can often provide limited data attribute cleaning, but in general, the Customer will be responsible for improving the data to meet the system requirements. Alternately, CentralSquare provides GIS data services and commercial GIS data through business partners at an additional cost.

CentralSquare will then configure the Customer's GIS data into the Pro Suite system to support mapping and GIS-related functions.

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

CentralSquare cannot make any guarantees for the spatial or the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, searching, and visual or other representation. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions.

CentralSquare will apply up to 12 GIS updates per year to the Customer's map as part of this contract. The customer is responsible for providing a data set with a consistent structure and submitting a Support Case for the work. Changes to the structure of the provided data set may be outside of the scope of maintenance unless otherwise determined by CentralSquare.

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7 PERIPHERAL HARDWARE

7.1 Overview

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

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8 SERVICES

8.1 Project Management

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

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

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

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

8.1.1. Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
    (a) Module Subject Matter Experts (SMEs)
    (b) Hardware Project Manager
    (c) CentralSquare Build Team Members
    (d) Interface points of contact at Customer (assigned per interface)
    (e) Data Conversion Review Team Members
3. Involve Customer decision makers when needed.
4. Escalate issues to the CentralSquare project manager.
5. Eliminate roadblocks for completing project on schedule.
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner.
7. Organize training schedules, training rooms, and training equipment.
8. Provide real world scenarios for testing and review.

8.1.2. CentralSquare Project Manager and Project Team

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will

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coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

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

8.2 Implementation Process Overview

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

8.2.1. Kickoff Meeting

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

8.2.2. Business Practice Review

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

8.2.3. Configuration

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

8.2.4. Data Conversion and GIS Data Conversion

Data not contained in systems listed in the ***Pro Suite Data Conversion Modules and Field Reference*** document will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Consultant. Code tables will not be part of the converted data.

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

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of

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each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

Down time for any given conversion depends on several factors:

1. *Legacy Data Source*
2. *Timing of gaining final legacy data cut*
3. *Timing of final legacy data restoration*
4. *Timing of final Data Conversion Run*

Special Considerations

- *Any type of legacy data backup outside of a .bak file WILL add additional time in order to be restored so that the Data Conversion can commence*
- *Agency is responsible for tracking any data that is entered between the time of the final legacy data cut and when Pro Suite goes live*
- *Agency is responsible for generating a plan (including resources) to back enter any data from between the time of the final legacy data cut and when CS Pro goes live*

See *Exhibit A: Statement of Work: 6.0 Geographical Information Services (GIS)* for information regarding the GIS data conversion process.

8.2.5. Functional Acceptance Testing

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

8.2.6. Train-the-Trainer and/or End User Training

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

8.2.7. Go Live

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

8.3 Training and Configuration

8.3.1. Training

CentralSquare staff will provide on-site training.

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

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8.3.2. System Configuration and Training

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

8.3.3. Train-the-Trainer and/or End User Training

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

8.3.4. Training Resources

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

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

8.3.4.1 Instructor Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for Instructor

8.3.4.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections and two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent CentralSquare Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

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9 SYSTEM AND SUBSYSTEM GO-LIVE

9.1 Overview

Go-Live of PS Pro Subsystems into the production environment is a highly orchestrated activity that will require resources from both Customer and CentralSquare teams. Go-Lives are conducted on consecutive weekdays (Monday - Friday).

CentralSquare will work together with agency stakeholders to determine the appropriate time for go-live and downtime for the final synchronization prior to Go-Live.

a. "Go-Live" is defined as "First use of a Solution or module of a Solution in a production environment". A separate Go-Live may take place with respect to each Subsystem and each Interface.

b. "Go-Live" means "First use in a non-test bed environment".

9.1.1. Major Tasks

9.1.1.1 Schedule

CentralSquare and Customer will conduct all associated go-live tasks as indicated in the approved Project Schedule, associated documents, and per the Agreement.

9.1.1.2 Pre-Requisite Go-Live Tasks

CentralSquare project manager and Customer will ensure all end user training has been completed, and that all go-live deliverables are completed.

CentralSquare project manager will schedule and monitor internal and Customer-facing go-live readiness checks during team planning meetings.

CentralSquare project manager and Customer project manager, along with key resources, will conduct separate planning meetings to draft/approve the go-live plan.

The go-live plan provides details about the time period for the event, products involved, supportive roles and responsibilities, the overall timeline for the go-live, establishes meeting dates/times, the issue reporting and escalation processes, transition to support, and communications plan.

9.1.1.3 Go-Live Preparation

CentralSquare and Customer will draft the CentralSquare Go-Live Authorization Letter.

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The Go-Live Authorization Letter confirms system has been tested, and that Customer agrees to proceed with moving the system to live operation. It acknowledges sufficient user training has been completed, confirms software is functional for a live environment, and that none of the currently identified issues are critical to the go live. It lists all Subsystems included for go-live and any exceptions that will not be included (if applicable). Date and time of the go-live is memorialized, along with assurance Customer's technical team and subject matter experts will be available 24 hours a day to support during business hours to support the Pro Suite go-live (8:00am - 5:00pm MT Monday - Friday) unless otherwise noted in the Agreement. Customers are required to sign off on the Go Live Authorization Letter prior to Go Live.

The CentralSquare project manager will coordinate the completion of pre-go live checklists at regular intervals in the weeks leading up to the go-live to ensure the system is ready. Both CentralSquare and Customer have responsibilities to complete the Checklists.

9.1.1.4 Go-Live

The system is brought into production per the go-live plan and Go-Live Authorization Letter and go-live support is provided by CentralSquare.

CentralSquare Go-Live Support Services:
Onsite Go-Live Support Services
Three (3) days go-live support, eight (8) hours per day (8:00am - 4:00pm).

Days 1 - 3: CentralSquare will host a kickoff call for the go-live event and establish scheduled check in calls with the Customer throughout the remainder of the day to review any issues reported, concerns, etc. Each day will conclude with a final check-in call to review all issues and status.

During go-live, issues are reported and managed by CentralSquare with Customer's assistance. Upon cessation of go-live support by CentralSquare, issues are reported and managed by the Customer.

9.1.1.5 Transition to Support and Account Manager

At the conclusion of the go-live, the project is closed and transitioned into Maintenance and Support.

This also begins the relationship between the Customer and the Account Manager (AM).

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9.1.1.6 Post Go-Live Deliverables

If applicable, post go-live deliverables will be managed to completion of delivery by the CentralSquare project manager per the Agreement.

9.2 Cloud Go-Live

The cloud pre-production environment is ready for go-live once the Customer has completed a review of the system. This pre-production environment will become the production environment.

Configuration changes from this point forward will be made in the cloud production environment.

Upon completion of bringing the cloud production environment online, each workstation and Mobile client will need to be updated to connect to the PS Pro cloud production environment. Once they have been updated, the Customer will be able to log in to workstations connected to the cloud environment.

9.2.1. CentralSquare Responsibilities

a. Complete internal go-live readiness checks and interval team planning meetings.

b. Prepare a go-live plan for delivery to Customer.

c. Coordinate with the Customer to identify a mutually agreed upon go-live date.

c. Prepare a Go-Live Authorization Letter and deliver to Customer.

d. Identify the participants for the go-live in accordance with the terms of the Agreement.

e. Coordinate CentralSquare personnel in advance of the go-live date to complete final tasks as a part of the go-live preparations.

f. Assist Customer in placing the system into production.

g. Assist Customer staff in usage of the system as well as documenting, reporting, and researching issues.

h. Provide support during and after system go-live as specified within the Agreement.

9.2.2. Customer Responsibilities

a. Complete end user training needed to support the operation of Subsystems.

b. Ensure all on-premises workstations meet minimum version requirements.

b. Participate in review of the go-live Plan.

c. Coordinate with CentralSquare to identify a mutually agreed upon go-live date.

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c. Review and approve the Go-Live Authorization Letter no later than three (3) weeks prior to go-live.

d. Complete prerequisite tasks as directed by CentralSquare.

e. Place the software into production and begin operational use in accordance with the project schedule, go-live plan, and Go-Live Authorization Letter.

f. Provide adequate people for the supervision and assistance to end users during go-live and beyond the participation of the CentralSquare staff.

g. Provide IT support to cover all Customer end user and CentralSquare staff hours of operation.

h. Develop a process for the identification of, research, reporting and resolution of issues.

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10 PROJECT CLOSURE

10.1 Overview

Project closure activities commence when all project deliverables have been completed. Support of systems and subsystems will be transitioned to CentralSquare's Support and monitored per the Support and Maintenance Agreements.

10.1.1. Major Tasks

10.1.1.1 Post Go-Live Project Deliverables

Once complete, CentralSquare project manager will provide TCR to Customer for signoff of completed deliverables.

10.1.1.2 Final Audit

CentralSquare project manager will perform a final audit to ensure all Contractual obligations have been met. A final TCR will be provided to Customer to confirm the project is completed.

10.1.1.3 Final Transition

CentralSquare project manager performs final transition of Customer to Support who will become the primary conduit for entry, tracking, and resolution of system issues.

10.1.1.4 Project Closure

CentralSquare project manager performs administrative tasks to archive project documents and close the project.

10.1.2. CentralSquare Responsibilities

a. Perform payment reconciliation, deliver final project TCRs which generate remaining invoices.

b. Transition of the CentralSquare point of contact from the project manager to Customer Support Department.

c. Provide continued support based on terms of Agreement.

10.1.3. Customer Responsibilities

a. Provide approval of final Project TCRs within five (5) business days.

b. Process payment of final invoices.

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11 DATA CONVERSION (CENTRALSQUARE)

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Module and data fields available for conversion are documented in Appendix Z (***Pro Suite Data Conversion Modules and Field Reference)***. Any modules and fields not explicitly listed are outside of the project scope and will not be included in the conversion. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

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

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

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

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

(d) MS Access 2003 or newer .mdb files (only for source systems already using Access)After the first provision of data (backups\extracts), subsequent data provision must be provided in a consistent format and in a timely manner. For Go Live data provision the data should be provided in less than two (2) days from the request for the backup.

The go-live data conversion run will include data up until the final cut of the legacy vendor database. The gap in data will be equal to the time it takes for the agency to provide the legacy database through go live of Pro Suite. The agency should anticipate the need for retroactive data entry for any information acquired during this downtime. The responsibility for managing data tracking during this period lies with the agency.

11.1 Tyler/New World Records

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

CentralSquare Pro tracks property and evidence across all modules as a unified record. If the legacy system stores property and/or evidence as a distinct record or in multiple unlinked records for the same element, in order to retain as much relevant information as possible, duplications may be created.

Appendix Z (***Pro Suite Data Conversion Modules and Field Reference)*** lists the fields to be converted into Pro Suite Records.

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12 RELIABILITY PERIOD

The Reliability Period is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in the Master Agreement.

At the conclusion of the Reliability Period, as further defined in the Agreement, the Software will be deemed reliable by the Customer and CentralSquare.

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13 APPENDIX A – STANDARD CENTRALSQUARE INTERFACES

The scope of functionality for these Standard interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the capabilities of the external system being interfaced. Descriptions of each of the standard interfaces below are the basis for the scope of detailed requirements, described in the FDD. Any changes in the requirements documented and approved in the System FDDs are subject to Change Order.

Standard Interfaces are included in the Contract and listed in this SOW. If not explicitly listed in the Contract, the interface will not be supported.

Interface Name	CAD PS Pro Basic Paging (SMTP/Email) Interface
Direction	Export
Vendor	CentralSquare
Interface Description	This is a one-way interface from CS CAD Pro. Pages are sent via email and/or SMS from CAD. CS Pro enables the paging functionality in CAD. Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

Interface Name	CAD PS Pro E911 (ANI/ALI) Interface
Direction	Import
Vendor	CentralSquare
Interface Description	This is a one-way interface from the 911 service provider to CS CAD Pro. It pre-populates calls for service (CFS) by parsing raw spill data from the 911 service and importing it into CAD. Customer must ensure that: 1. The 911 service provider sets up the serial connection from the 911 controller to CAD. 2. The 911 spill data can be pushed to CAD at an agreed-upon frequency. 3. 3. ALI data meets NENA standards.

Interface Name	CAD PS Pro Rip and Run (Fax/Email) Interface
Direction	Export
Vendor	CentralSquare
Interface Description	This is a one-way interface from CS CAD Pro to fax and email services. Completed calls for service (CFS) from CAD are output (printed) to the services. Customer will provide CentralSquare with SMTP information for set-up and will manage all user configurations.

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Interface Name	CAD Priority SMS Paging
Direction	Export
Vendor	CentralSquare
Interface Description	This is a one-way interface from CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from CAD. The connection to the Priority SMS interface is set up by CentralSquare. Customer will perform all entry and configuration of phone numbers for SMS users.

Interface Name	Mapping PS Pro GeoComm Mapping Interface (Export)
Direction	Export
Vendor	CentralSquare
Interface Description	This is a one-way interface from CS CAD Pro to the GeoComm mapping software. It allows CAD to plot addresses from CAD calls for service (CFS) on the map and then removes them from the map once they have been completed. CentralSquare Technologies will work in coordination with GeoComm to set up the interface between CAD and the GeoComm mapping software. Customer must ensure that any necessary GeoComm components or licenses are purchased and correctly configured.

Interface Name	CAD PS Pro APCO IntelliComm Interface (Import and Export)
Direction	Bi-Directional
Vendor	CentralSquare and APCO
Interface Description	This is a two-way interface between CS CAD Pro and APCO IntelliComm. Using the IntelliComm API, CAD will request a new case to be started and send CFS data to the IntelliComm web application. CFS data sent to IntelliComm may include CFS address, incident code, call taker, and initial reporter information. While the IntelliComm case is active, CAD will request updates and add the case transcription to the CAD Command Log. Customer is responsible for working with the third-party vendor to map the data being sent from CAD to corresponding fields in IntelliComm.

Interface Name	PS Pro State NCIC Interfaces
Direction	Link
Interface Description	This is the NCIC interface for Pro Suite. Available queries depend upon Pro Suite development within this specific state.

Basic Inquiries	Article Query
	Boat Query
	Gun Query

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		Driver License Query
		Driver History Query
		Vehicle Registration Query
	Criminal History Inquiries	Criminal History AQ
		Criminal History AR
		Criminal History FQ
		Criminal History IQ
		Criminal History QH
		Criminal History QR
		Criminal History QWI
	Wanted Person Entry	Wanted Person Entry
		Wanted Person Modify
		Wanted Person Clear
		Wanted Person Cancel
		Wanted Person Locate
		Wanted Person Supplemental Entry
		Wanted Person Supplemental Cancel
		NE Wanted Person Entry
		NE Wanted Person Modify
		NE Wanted Person Clear
		NE Wanted Person Cancel
		NE Wanted Person Locate
		NE Wanted Person Supplemental Entry
		NE Wanted Person Supplemental Cancel
	Wanted Person Inquiries	Wanted Person Query

Customers are responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server.

NCIC returns will be provided for all 50 US States. Data Parsing will only be returned for the state in which the customer is located, with additional state data parsing being available for purchase at the customer's request.

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Interface Name	PS Pro Reporting Universal Interface
Direction	Export
Vendor	CentralSquare
Interface Description	This is the interface engine that enables reporting within Pro Suite.

Interface Name	PS Pro Time Synchronization Interface
Direction	Link
Vendor	CentralSquare
Interface Description	This is a one-way interface that uses NTP to keep all CentralSquare Servers' clocks in sync.

Interface Name	Records PS Pro STATE Crime Reporting (NIBRS)
Direction	Export
Vendor	CentralSquare
Interface Description	This is an interface that allows the submission of electronic NIBRS data to the State of Nebraska. The data format will conform to the State of NE's published requirements.

Interface Name	Records PS Pro NE TraCS eCitations Interface (Import)
Direction	Import
Vendor	CentralSquare
Interface Description	This is a one-way interface from Affinity's TraCS eCitation system to CS Records Pro. Customer, through Affinity, will send eCitation records as XML files to an FTP location provided by Customer. Records will periodically import the files from that FTP location for review and approval by Records users, after which the eCitation records will be added to the citation log in Records. Base-64 encoded PDFs of the officer report are embedded within the XML files. CentralSquare will provide functionality for importing the files from the FTP location and removal of those files from the FTP location once they have been approved into Records.

Interface Name	Records PS Pro NE TraCS Accident Reporting Interface (Import)
Direction	Export
Vendor	CentralSquare
Interface Description	This is a one-way interface from NE TraCS to CS Records Pro. TraCS will send accident records as XML files to a shared directory within Customer's network. Base-64 encoded PDFs of the accident report, which also contain the accident diagram, are embedded within the XML files. These files are

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	then imported into CS Accident Reporting and Records Pro. Records users will review and approve these imported accident records into the master accident report log.

Interface Name	PS Pro CAD API
Direction	Link
Vendor	CentralSquare
Interface Description	This is a RESTful API that currently utilizes JSON format. The API allows the client IT staff to set up various integrations on their own and to expand interface capabilities as operational needs change, reducing the need for CentralSquare to complete integrations and allowing quicker time to project close. Includes the following features: Auditing, Documentation, Webhooks, and an Automated Test Suite. The following CAD modules are currently supported as of Q3 2023: CFS Core Information, CFS Analytics Information, CAD Units; also supported are the following Suite modules: Names, Addresses, Vehicles, Charges, Mugshots, Record Notes, Record Attachments, Custom Forms, Configuration, (Webhook) Subscriptions.

Interface Name	PS Pro Records API
Direction	Link
Vendor	CentralSquare
Interface Description	This is a RESTful API that currently utilizes JSON format. The API allows the client IT staff to set up various integrations on their own and to expand interface capabilities as operational needs change, reducing the need for CentralSquare to complete integrations and allowing quicker time to project close. Includes the following features: Auditing, Documentation, Webhooks, and an Automated Test Suite. The following RMS modules are currently supported as of Q3 2023: Citations, Accidents, Warrants; also supported are the following Suite modules: Names, Addresses, Vehicles, Charges, Mugshots, Record Notes, Record Attachments, Custom Forms, Configuration, (Webhook) Subscriptions.

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14 APPENDIX J – CentralSquare Support Connectivity to PS Pro Suite Solutions

Connectivity to On-Premise Systems

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

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.

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15 APPENDIX Y – WORKSHOP AND TRAINING SUMMARY

Training/Go-Live Deliverable	Quantity	Training(s)/Workshop(s) Included	Remote/Onsite
Pro Suite | Business Process Review	1	PS Pro Suite | Business Process Review Workshop (Hours vary)	Onsite
Go-Live Support Services	1	Two (2) Person, 3 Day Go Live (8 hours per day)	Onsite
CAD & Mapping End User Training	1	Eight (8) hour End User Training Class	Onsite
Mobile CAD & Mapping End User Training	5	Four (4) hour End User Training Class	Onsite
Mobile Records / Records End User Training	5	Four (4) hour End User Training Class	Onsite
Investigations End User Training	2	Two (2) hour End User Training Class	Onsite
Records Personnel End User Training	1	Four (4) hour End User Training Class	Onsite
NIBRS Training	1	Two (2) hour End User Training Class	Onsite
Property and Evidence User Training	1	Two (2) hour End User Training Class	Onsite
Agency Administrator End User Training	1	One (1) hour End User Training Class	Onsite
Reports End User Training	1	Two (2) hour End User Training Class	Onsite
Centerline AI	1	One (1) hour Train the Trainer	Remote

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16 APPENDIX Z – DATA CONVERSION MODULES & FIELD REFERENCE

Listed below are the modules and data fields that will be converted from the legacy vendor. Any modules or fields not explicitly listed are outside of the project scope and will not be included in the conversion.

16.1 BASE

- People
  - Last Name
  - First Name
  - Middle Name
  - Suffix
  - Aliases
    - First Name
    - Last Name
    - Middle Name
    - DOB
    - Address
    - Comments
    - Phone Numbers
  - Sex
  - DOB
  - Deceased
  - Addresses
    - Address History
  - Phone Number(s)
    - Phone Types
  - Email Addresses
  - Occupation
  - Hair
  - Ethnicity
  - Complexion
  - Build
  - Characteristics (Facial Hair, SMT, Deformities, etc)
  - Race
  - Height
  - Weight
  - Last Grade in School
  - Marital Status
  - Religion
  - Place of Birth
  - State of Birth
  - Country of Birth
  - Country of Citizenship
  - Relationships / Emergency Contacts
    - Relationship Types
  - Identifications
    - Jacket
    - FBI
    - SSN
    - OLN
    - OLN State
    - SID
  - Expungements

- Businesses
  - Business Name
  - Business Contacts
    - Type
    - Contact name (Name card Link)
  - Street Address
    - Address History
  - Mailing Address
  - Phone Number(s)
  - Email Address
  - Aliases
  - Other Information
  - Relationships / Emergency Contacts
    - Relationship Types

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- Vehicles
  - VIN
  - Plate #
  - Place Exp Year
  - Plate Type
  - Plate State
  - Plate County
  - Make
  - Model
  - Style
  - Color 1
  - Color 2
  - Features
  - Registered Owners *(Person or Business)*
  - Lienholder
- Alerts
  - Vehicles
  - Name Cards
  - Businesses
  - Addresses
  - Effective Date
  - Expiration Date
  - Notes/Comments
- File Attachments
  - Name Card
  - Addresses
  - Businesses
  - Vehicles
  - SMT

16.2 RECORDS

- Cases
  - Case Number
  - Status
  - Disposition
  - Disposition Comments
  - Report Type
  - Primary Officer
  - Investigator
  - Reported At
  - Incident Date
  - Incident Date To
  - Incident Code
  - Location
  - Zone
  - Beat
  - Assisting Personnel
  - Offenses
    - Offense Completed
    - State Reporting Code
    - Disposition
    - Arresting Officer
    - Assisting Officer
    - Booked At Agency
    - Arrest Location
    - Arrestee
    - Residence Status
    - Juvenile Disposition
    - Multiple Arrestee Segments
    - Vehicle
    - Charges
      - Offense Completed/Attempted
    - Armed With
    - First Appearance
    - Comments
  - Victim Form
    - Residence Status

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- Offender(s) Used in Crime (Alcohol, Drugs, Computers)
- Hate/Bias Motivation
- Modus Operandi
- Criminal Activities
- Force/Weapon Used
- Location Type
- Cargo Theft

- Names/Businesses on Cases
  - Involvement
- Vehicles on Cases
  - Involvement
- Narratives
  - Date
  - Narrative Type
  - Reporting Officer
  - Typed By
  - Title
  - Narrative Text
- Arrest Forms
  - Arrest Type
  - Arrest Date
- Injuries
- Domestic Violence (Y/N)
- Relationship to Offender(s)
- Victim Using (Alcohol, Drugs)
- Victim Referral
- Law Enforcement in the Line of Duty (LEOKA)
  - LEOKA (Y/N)
  - Office Killed
  - Vest Worn
  - Officer Activity / Circumstances
  - Officer Assignment
  - Officer Agency
- Case Notes
- Sealed Cases
- Linked Records
  - CFS
  - Case
  - Warrant
  - Protection Order
  - Civil Processes

- Basic Citations
  - Ticket Type
  - Disposition
  - Officer
  - Ticket Number
  - PCN #
  - Bond Amount
  - Issued Date Time
  - Offender
  - Location
  - Zone
  - Charges
  - Count
  - Jurisdiction
  - Did Unlawfully
  - Vehicle Information
  - Speed Clocked
  - Speed Cited
  - Speed Limit
  - Radar Number
  - Hazardous Material
  - Commercial Vehicle
  - CDL
  - Insurance Checked
  - DL Picked Up
  - Property Accident
  - Injury Accident
  - Fatal Accident
  - Court Date Time
  - Court Location
  - Payment Due Date
  - Reason
  - Comments

- Warnings
  - Ticket Type
  - Disposition
  - Officer
  - Ticket Number
  - Radar Number
  - Hazardous Material
  - Commercial Vehicle
  - CDL

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- Bond Amount
- Issued Date Time
- Offender
- Location
- Zone
- Charges
- Count
- Jurisdiction
- Did Unlawfully
- Vehicle Information
- Speed Clocked
- Speed Cited
- Speed Limit
- Insurance Checked
- DL Picked Up
- Property Accident
- Injury Accident
- Fatal Accident
- Court Date Time
- Court Location
- Payment Due Date
- Reason
- Comments
- Must Return
- Return By
- Returned On

- Basic Accident Reports
  - Agency
  - Accident Date
  - Accident Number
  - Case Number
  - Location
  - Units
    - Name
    - Vehicle
  - Other Information (Comments)

- Warrants
  - Warrant Number
  - Warrant Status
  - Date Issued
  - Date Received
  - Date Serve By
  - Date Expires
  - Issued By
  - Extradition
  - Docket Number
  - NCIC Number
  - State Case Number
  - OCA Number
  - Juvenile Warrant
  - Jurisdiction
  - Zone
  - Defendant
  - Type
  - Charges
  - Bond Amount
  - Bond Type
  - Fee
  - Power of Attorney
  - State System
  - Daytime Only
  - Comment

- Sex Offenders
  - Name
  - Vehicle
  - Registration Number
  - Status
  - Classification
  - Registration Date
  - Registration End Date
  - Moved Out
  - Latitude N
  - Longitude W
  - Comments
  - Verification
    - Verification Type
    - Description
  - Offense
    - Conviction Date
    - Conviction Location
    - Sentence
    - Served At
    - Releasee Date
    - Time Served
    - Comments
  - Victim
    - Offense
    - Victim Age
    - Victim Sex
    - Victim Race
    - Relationship
  - No Contact
    - Check In Date

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- Offense Date
- Offense Location
- Expires
- Comments

- Protection Orders
  - Protection Order Number
  - Status
  - Issued Date
  - Type
  - Priority
  - Issued By
  - Court
  - Court Date
  - Docket Number
  - NCIC Number
  - Expiration Date
  - Cancellation Date
  - Cancelled By
  - Cancelled Reason
  - Comments
  - Defendants
  - Complaints
  - Other Protected Persons
  - Protected Locations
  - Additional Terms Conditions
  - Service Activity
    - Incident Number
    - Date
    - Deputy
    - Outcome
    - Served On
    - Left With
    - Left At
    - Service Type
    - Comments
  - Sheriff's Return
    - Return Number
    - Return Type
    - Date Completed
    - Date Returned
    - Comments

- Property/Evidence
  - Digital Evidence
    - Collected By
    - Access Tag
  - Physical Property/Evidence
    - Item Number
    - Court Evidence
      - Color
      - Quantity
      - Serial Number
      - Value
      - Recovered Value
    - Drugs
      - Drug Type
      - Counterfeit
      - Quantity
      - Unit of Measure
      - Value
    - Firearms
      - Firearm Type
    - Status
    - Type
    - Category
      - Article Type
      - Article Subtype
      - Make
      - Model
      - Caliber
      - Serial Number
      - Value
      - Recovered Value
    - Securities
      - Security Type
      - Value
      - Recovered Value
    - Chain of Custody
      - *Formatted into a Text Comment*

- Field Identifications
  - Officer
  - Date
  - Review for Gang Activity
  - Comments
  - Method
  - Location
  - Zone
  - Vehicles

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- Identified Names

- RMS Attachments
  - Cases
  - Arrest Forms
  - Basic Citations
  - Warnings
  - Basic Accidents
  - Warrants
  - Sex Offenders
  - Protection Orders
  - Property/Evidence – Digital Evidence/Scanned Documents
  - Property/Evidence – Physical Property/Evidence
  - Field Identifications

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EXHIBIT 6

Using/Accessing Agency Guidelines

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

Accessing Agencies

Gage County Sheriff's Office

Wymore Police Department

Beatrice Fire

EXHIBIT 7

Service Level Commitments

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. Service Level Commitments

A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.99%, excluding Scheduled Maintenance and Emergency Maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available. CentralSquare will give advance notice of Scheduled Maintenance as described below and in Exhibit 2 (Maintenance & Support). For Emergency Maintenance, CentralSquare will give as much advance notice as the circumstances reasonably allow; if advance notice isn't possible, CentralSquare will notify Customer as soon as practicable after the maintenance begins, including the reason and, if known, the expected time to resolution.

B. Scheduled Maintenance; Emergency Maintenance. Scheduled Maintenance means routine, planned maintenance, patching, or updates performed during a designated maintenance window (see Exhibit 2 and Exhibit 8) or with at least twenty-four (24) hours' notice to Customer. Emergency Maintenance means maintenance performed outside a Scheduled Maintenance window that CentralSquare determines, in good faith, is needed to prevent or address an imminent security threat, where the urgency doesn't allow for that notice. Emergency Maintenance does not include downtime caused by CentralSquare's response to a security incident, breach, or unauthorized access that has already occurred; that downtime is treated as unavailability, subject to the exceptions in Section 2.

C. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment. The Solution is unavailable only when Authorized Users can't access the production environment. A single feature or function being down or degraded doesn't count as unavailability unless it stops Customer from performing a core function.

D. Calculation. Service availability for a given month shall be calculated using the following calculation:

I. 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.

II. Service availability targets are subject to change due to the variance of the number of days in a month.

III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with Scheduled Maintenance or Emergency Maintenance.

E. Remedy. If the service period target measurement is not met, then the customer 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 99.99% but greater than or equal to 99.9%	1%
Less than 99.9% but greater than or equal to 99.5%	5%
Less than 99.5%	10%

F. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:

   A. Internet Access. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;

   B. Customer's Internal Network Issues. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

   C. Third-Party Acts. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

   D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,

   E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.

3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, 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 at per unit (gigabyte, hour, license, etc).

4. Releases. Customer agrees keep the software up-to-date with the cloud release cycle as determined by centralsquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the centralsquare deems necessary.

5. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 8

Intentionally Omitted

Exhibit 9

Intentionally Omitted

EXHIBIT 10

Third Party Terms and Conditions

Esri Terms and Conditions

Use of the Esri software requires Customer agreement to the following terms and conditions from Esri:

1. Customer's use of Esri's software is restricted to the executable code and in accordance with payment of its fees to Esri via CentralSquare.
2. Customer shall not (i) transfer the Esri software except for temporary CPU transfer in the event of computer malfunction; (ii) participate in assignment, time-sharing, lending, leasing, distributing, sublicensing, or renting of the Esri software or use for commercial network services or interactive cable or remote processing services; and (iii) pass title of the Esri software to any party.
3. Customer shall not reverse engineering, disassembly, or decompilation the Esri software and prohibit duplication of the Esri software except for a single archival copy. Reasonable backup copies are permitted.
4. Customers disclaim, to the extent permitted by applicable law, Esri and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Esri software including, but not limited to, liability for use of Esri software in high-risk activities or liability related to any Data supplied by Esri.
5. Customer shall certify in writing to CentralSquare that Customer has discontinued use and has uninstalled, removed, and destroyed Esri software upon CentralSquare's instruction due to CentralSquare's agreements authorizing CentralSquare customers' use of Esri software ending.
6. Customer will comply fully with all relevant export laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 44 and Supplement No. 4 to Part 44 of the EAR (https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file and https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and to ensure that Esri products, or any direct product thereof, are not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export laws and regulations.
7. Customer will not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri software, output, metadata file, or online or hard-copy attribution page of any data with respect to Esri software.
8. Customer disclaims all terms in the Esri Click-Through Master Agreement (E204CW) included with Esri software and acknowledges that any warranty offered by CentralSquare for CentralSquare software shall only apply between CentralSquare and Customer. Esri does not offer any warranties or indemnities to Customer for the Esri software.
9. Customer shall not use Esri software for any revenue-generating activities. Esri software that Customer uses is for the internal use of Customer only.

10. Customer shall not use Esri software independently from CentralSquare's software or in any other product or service.