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

SOFTWARE SUBSCRIPTION AGREEMENT

FOR

POMONA POLICE DEPARTMENT

This Software Subscription Agreement (the "Agreement") effective as of the last date shown on the signature block below (the "Effective Date"), is entered into between CentralSquare Technologies, LLC, ("CentralSquare") with offices at 1000 Business Center Drive, Lake Mary, FL 32746, and Pomona Police Department ("Customer"), located at 490 West Mission Boulevard, Pomona, CA 91766. Customer and CentralSquare may also be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, The Customer wishes to purchase and CentralSquare desires to license to Customer the software described in Exhibit A.

Now, therefore, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Customer and CentralSquare agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Pricing Detail
2. Exhibit B: Payment Schedule
3. Exhibit C: Software Technical Support
4. Exhibit D: Statement of Work

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

1.1 Entire Agreement

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

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

2.0 Definitions

(a) **Anniversary Date:** means the annually reoccurring date of this Agreement's Effective Date.

(b) **Documentation**: All written, electronic, or recorded end user and system administrator

documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

(c) **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(d) **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(e) **Hardware**: All hardware, equipment, and other tangible non-Software items supplied to Customer by CentralSquare under this Agreement. For the sake of clarity, Server Hardware shall mean Hardware listed as "Server Hardware" in *Exhibit A: Pricing Detail*.

(f) **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(g) **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit A: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.

(h) **Services**: All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.

(i) **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.

(j) **Subscription Fee:** The total subscription fee of the items as specified in *Exhibit A: Pricing Detail*, including, as applicable, equipment, software licenses, and services, acquired under this Agreement, and if included as a line item in *Exhibit A*, any applicable sales, use, value added, or other such governmental charges.

(k) **System**: The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.

(l) **Third-Party Software**: Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

3.0 Subscription

3.1 Grant of Access

In consideration of Customer's payment of the subscription fees set forth in *Exhibit A: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a, non-transferable and non-exclusive access to use certain CentralSquare software (the "Software") identified in *Exhibit A: Pricing Detail* only for Customer's own business purposes in object code format so long as Annual Subscription Fees are paid and current.

3.2 Copies and Modifications

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

3.3 Restrictions on Usage

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

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

3.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third-party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement). Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent

jurisdiction in such Action, then CentralSquare will return to Customer the fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third-party, CentralSquare will, subject to Section 9.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 3.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by third-party Software, including operating system software, or hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 3.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights and will survive the termination of this Agreement.

4.0 Term and Termination

4.1 Initial Term

The initial term of this Agreement shall be for one (1) year. The Initial Term includes Installation and related Services described in *Exhibit D: Statement of Work*.

4.2 Renewal

At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless Customer notifies CentralSquare in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term".). This Agreement will renew pursuant to Section 5.3 at an Annual Subscription Fee increase of 5%.

4.3 Termination

Either party may terminate this Agreement upon written notice to the other party ninety (90) days prior to the end of the then current term. Provided that notice of termination has not been provided, on or before the expiration of the then current term, and at each annual anniversary thereof, CentralSquare shall provide to Customer a Renewal Notice for signature. CentralSquare reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Customer.

5.0 Delivery, Subscription and Support Fees, Payments, Taxes, and Third-Party Costs

5.1 Delivery of Software to Customer

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

5.2 Delivery of Services to Customer

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

5.3 Subscription and Support Fee(s)

Annual Subscription Fees to be paid by Customer for the initial term of this Agreement are established based on the software subscription(s) purchased. The Annual Subscription Fee for the first renewal term shall be the amount specified in *Exhibit A: Pricing Detail* hereto, subject to the adjustments as described below.

Unless otherwise terminated as provided herein, CentralSquare shall notify Customer, prior to the end of the current term, of the Annual Subscription Fees for any renewal term. Unless otherwise agreed in writing, Annual Subscription Fees shall be due on or before the commencement of each term and are due for all Software applications and modules. Annual Subscription Fees for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional subscriptions purchased by Customer during any Term will result in additional Annual Subscription Fees which shall be prorated to be coterminous with Customer's then current Term.

Subscription Fees do not include travel, food or lodging expenses incurred by CentralSquare for services provided at Customer's site or other locations remote from CentralSquare's principal place of business. Such expenses shall be paid by Customer on receipt of CentralSquare's invoice for such expenses. Travel costs submitted for reimbursement will be actual costs, plus a five percent (5%) administrative fee.

5.4 Payments

If Customer ceases to keep in force the Agreement, any resumption shall be subject to payment by Customer of all past unpaid fees for previous years in addition to the fee for the current year. Payment of applicable fees for any additional services required to bring Customer's system current, which fees shall be charged at CentralSquare's then current rates for such services, shall also be the responsibility of the Customer. Customer acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by CentralSquare to further development, enhancement and support of the CentralSquare Software

must be spread over CentralSquare's Customer base and fairly shared by all CentralSquare Software users.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid. Failure to pay annual fees when due may result in a notice of termination in accordance with Section 4.3.

> Remittance Address for Payments Only:
> CentralSquare Technologies, LLC
> 12709 Collection Center Drive
> Chicago, IL 60693

Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Customer requests to pay by wire transfer or ACH.

5.5 Taxes

Except for taxes for which Customer provides CentralSquare with written certification of its tax-exempt status, if CentralSquare is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Customer's use thereof, then such taxes shall be invoiced to and paid by Customer on receipt of such invoice.

5.6 Third-Party Costs

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

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

6.0 Rights and Obligations

6.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights

inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

6.2   Trademarks and Trade Names

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

6.3   Confidentiality

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

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

CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

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

6.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Support Addendum.

6.4 Non-Confidential Information

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

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third-party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

7.0 Warranties

7.1 Software Warranties

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

7.2 Wireless Service Limitations

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

7.3 Hardware and Third-Party Software Warranties

CentralSquare warrants that, at the time of delivery, the Hardware will be new and unused. In addition, CentralSquare warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. CentralSquare will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement. **CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.0 Insurance Provision

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

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

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

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

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

9.0 Indemnification and Limitation of Liability

CENTRALSQUARE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER FROM ANY AND ALL CLAIMS, LAWSUITS OR LIABILITY, INCLUDING

ATTORNEYS' FEES AND COSTS, ALLEGEDLY ARISING OUT OF, IN CONNECTION WITH, OR INCIDENT TO ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR ARISING FROM A WRONGFUL OR NEGLIGENT ACT, ERROR OR OMISSION OF CENTRALSQUARE, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR ANY SUBCONTRACTOR AS A RESULT OF CENTRALSQUARE'S OR ANY SUBCONTRACTOR'S PERFORMANCE PURSUANT TO THIS AGREEMENT; HOWEVER, CENTRALSQUARE SHALL NOT BE REQUIRED TO INDEMNIFY CUSTOMER FOR ANY CLAIMS OR ACTIONS CAUSED TO THE EXTENT OF THE NEGLIGENCE OR WRONGFUL ACT OF CUSTOMER, ITS EMPLOYEES, AGENTS, OR CONTRACTORS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, IF A CLAIM, LAWSUIT OR LIABILITY RESULTS FROM OR IS CONTRIBUTED TO BY THE ACTIONS OR OMISSIONS OF CUSTOMER, OR ITS EMPLOYEES, AGENTS OR CONTRACTORS, CENTRALSQUARE'S OBLIGATIONS UNDER THIS PROVISION SHALL BE REDUCED TO THE EXTENT OF SUCH ACTIONS OR OMISSIONS BASED UPON THE PRINCIPLE OF COMPARATIVE FAULT.

NOTWITHSTANDING THE FOREGOING, THE AGGREGATE LIABILITY OF CENTRALSQUARE FOR ANY REASON AND UPON ANY CAUSE OF ACTION OF CLAIM, INCLUDING, WITHOUT LIMITATION, CENTRALSQUARE'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS UNDER THIS AGREEMENT, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED (I) THE AMOUNT OF THE FEES ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

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

10.0   Miscellaneous

10.1   Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services

or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

10.2 Governing Law

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

10.3 Forum Selection

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

10.4 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, as evidenced by an express written assumption of the obligations hereunder by the assignee.

10.5 Notice

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

10.6 Survival

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

10.7 No Waiver

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

10.8 Enforceability

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

10.9   Remedies

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

10.10   Headings

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

10.11   No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third-party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

10.12   Limitation of Actions

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

10.13   Non-Discrimination

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

10.14   Cooperative Procurement

The parties agree that CentralSquare may utilize this Agreement to provide products and/or services to any municipality, county, state, non-profit hospital, educational institute, special governmental agency, non-profit corporation performing governmental functions or any other entity allowed to utilize cooperative procurement under law. The parties agree that the Customer, its elected

officials, agents and employees or the employees of any elected official shall in no way be responsible for or held liable for any agreement, service, product or expenses arising out of any agreement CentralSquare may enter into with other entities.

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

POMONA POLICE DEPARTMENT	**CENTRALSQUARE TECHNOLOGIES, LLC**
Accepted By (Signature)	Accepted By (Signature)
Printed Name	Printed Name
Title	Title

EXHIBIT A: Pricing Details

The Pricing and Payment Details for this DEMS Subscription Agreement are included in the main Subscription Fee for Pomona Police Department as set forth under the Pro Software License and Subscription Agreement.

EXHIBIT B : Payment Terms

The payment terms due under this Agreement are as follows:

The Pricing and Payment Details for this DEMS Subscription Agreement are included in the main Subscription Fee pricing for Pomona Police Department as set forth under the Pro Software License and Subscription Agreement.

*The Annual Subscription Fees will be due at Contract Execution of the Pro Software License and Subscription Agreement. Thereafter, the Annual Subscription Fees shall increase by an amount not to exceed 5% from the prior year and be due on the Anniversary Date.

Exhibit C: SOFTWARE TECHNICAL SUPPORT

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

1. **Product Updates and Releases.**

   1.1. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If 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.

   1.2. Releases. Customer shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Telephone Support & Support Portal.**

   2.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 7:30 A.M. to 8:30 P.M. (Eastern Time) toll-free phone number (877-229-2205), excluding holidays. CentralSquare shall provide to Customer, during the Support Hours, 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. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access to the Specified Configuration.

   2.2. Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal CentralSquare Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Customer shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. **Website Support.** Online support is available 24 hours per day, offering 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 with respect to any third-party hardware or software product ("Nonqualified Product"). If Customer requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to Customer along with a quoted price for the support services; Customer must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. 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.

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

    5.3 Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

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

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

    5.6 At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Customer;

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

    5.8 Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. **Security.**

    6.1 CentralSquare maintains a Security program for security managing access to Customer data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

7. Cloud Security Program.

7.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.

7.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.

7.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

8. Service Level Commitments.

8.1. Target. In each Service Period, the target for availability of the Server is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the access to the Server, excluding a maintenance window on Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

8.2. Measurement. Service availability is measured as the total time that the Server is available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the Servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for purposes of calculating Service Availability. Additionally, Customer monitoring tools' use must be:

8.2.1.1. mutually agreed upon by CentralSquare and the Customer.

8.2.1.2. paid, installed and maintained by the Customer.

8.2.1.3. non-invasive and may not reside on CentralSquare's systems.

8.3. Calculation. Service Availability for a given month shall be calculated using the following calculation:

8.3.1. The total number of minutes which the service was NOT available in a given month shall be

subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

8.3.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

8.3.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

8.4. <u>Remedy</u>. 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 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 9.0%	10%
Less than 95%	20%

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

9. **Server Performance & Capacity.**

9.1. CentralSquare shall provide sufficient Server capacity for the duration of this hosting Amendment to meet the reasonable performance requirements for the number of concurrent system users provided for in this Amendment. If the Customer requests, at some later date, to add additional Software, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

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

10. **System Maintenance.**

10.1. <u>Software maintenance and upgrades.</u> CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be announced at least 24 hours in advance. The upgrades are installed at mutually agreed times. CentralSquare recommends reserving a weekly or monthly maintenance window between 0000-0500 (i.e. Midnight to 5:00AM) for patching and other maintenance activity. CentralSquare may only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.

10.2. <u>Hardware maintenance and upgrades.</u> Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

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

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

This matrix defines the support issues, response times and resolutions for the Customer's application.

Priority	Issue Definition	Response Time
Priority 1 – Urgent	Normal Customer Service Hours Support for live operations on the production system: A system down or not functioning event, and no procedural workaround exists. This is defined as the following: • CentralSquare server software inoperative • Loss of ability for all users to log on to system • Loss of transactional data & transactional data corruption This means one or more critical server components are nonfunctional disabling the software or the field reporting capabilities of workstations.	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 1 case within one (1) hour after opening. . ***After Normal Customer Service Hours: Thirty (30) minute call back after Customer telephone contact to 877-229-2205.*** Priority 1 issues must be called in via 877-229-2205 in order to receive this level of response.

Priority 2 – Critical	Normal Customer Service Hours Support for live operations on the production system: A serious Software Error that disrupts operations but there is capacity to remain productive and maintain necessary business level operations. Such errors will be consistent and reproducible. • Loss of ability for users to enter Case (Incident, Arrest and Custody) records into the system • Unable to book or release inmates A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 2 case within four (4) hours after opening. ***After Normal Customer Service Hours: One (1) hour minute call back after Customer telephone contact to 877-229-2205.*** Non-Urgent Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us
Priority 3 – Non-Critical	Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, and involves partial loss of noncritical functionality. Such errors will be consistent and reproducible. • Loss of Non-Urgent Data (with "Non-Urgent" being defined as not causing an error classified as a Priority 1 or 2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be answered and managed by the first available representative. CentralSquare initially responds to a Priority 3 case within Two (2) business days after opening. Non-Critical Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us Non-Critical Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Minor	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. The inconvenience is slight and can be tolerated.	Normal Customer Service Hours: Telephone calls to 877-229-2205 will be answered and managed by the first available representative. CentralSquare initially responds the next business day after the pint of opening a Priority 4 case during CentralSquare's normal local business hours or within Three (3) business days after a Priority 4 case is opened outside of CentralSquare's normal local business hours. Minor Priority issues may also be reported via Https://support.centralsquare.com/s/contrac-us Minor Priority issues are not managed after Normal Customer Service Hours.

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

12.1.   defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.

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

12.3.   material changes made to the usage of the Software 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 Software.

12.4.   a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

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

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

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

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

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

15. **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.

16. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

Exhibit D: Statement of Work

CentralSquare will provide Software and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*. Successful implementation and use of the software, hardware and services outlined herein are dependent upon the following: 1) the Agreement remaining in good standing; and 2) Customer maintaining access and permission to use the CentralSquare System purchased.

1.0 Software

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

DEMS (powered by Genetec™ Clearance)	• Evidence Acquisition • Camera Registry	• Evidence Distribution • Redaction and Editing • Clearance Mobile App

2.0 Interfaces

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

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

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

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

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

2.1 DEMS – Pro CAD Interface (Import)

The following CAD data will be sent to the DEMS application to automatically generate DEMS reports: Agency Abbreviation; CFS #; CFS Create Time; CFS Resolve Time; Timestamp of Each Export; Command Log – "All Commands" filter, including any callouts from ProQA, Criteria Based Dispatch, PowerPhone, 911 Adviser, and APCO Intellicomm interfaces; Incident Code and Description; Priority; Caller Phone Number; Address of Call and Caller; Latitude and Longitude of Call and Caller; Location Notes (Types are configurable); City; Zone; Beat; Unit Number; Unit Type; Unit Specialties; Unit Dispatch Time; Unit Removed from Call time; Unit Vehicle Style; Overall Call Status based on all Unit Commands; CAD Terminal ID; and Linked Case Number (if one exists at time of CFS being closed).

2.2 DEMS – Pro RMS Interface (Import)

The following Records data will be sent to the DEMS application to automatically generate DEMS reports: Narrative (types are configurable, can send multiple); Case #; CFS #; Case Disposition; Case Incident Code; Incident Date Start and End times; Location; and Badge Number and Role of Assigned Officers.

2.3 Records – DEMS Interface

The following information will be presented in the Pro RMS to facilitate easy-access to related DEMS application records: Link to DEMS Case Folder; Link to individual Evidence Entries; Name of individual Evidence Entries; Name of Evidence Uploader; and Count of the total linked Evidence Entries on a Case.

3.0 Training

End-user and administrator training will be provided remotely using remote screen sharing and training videos. Training will be provided to ensure that users are able to effectively use the digital evidence management system. Documentation and instructional materials will be provided to overview all aspects of the platform. Initial online training will be formatted as instructor-led sessions, combining presentation (PowerPoint presentation), live demonstration (training demo system), and hands-on exercises for all participants. The technical training environment can include a separate training system, a live production system, or combination of both (as preferred).

4.0 Implementation Scheduling

The system implementation will occur with two primary tasks:

4.1 DEMS Implementation

Your agency will be provided a new implementation for your users. The system is usable immediately with or without the CAD/RMS Integration. This task will be scheduled after the agreement has been approved.

4.2 CAD/RMS Integration

The CAD/RMS integration may occur independently of the DEMS implementation. This task will be scheduled after the agreement has been approved.

5.0 Acceptance Criteria

The CentralSquare DEMS product is a standard product with a standardized integration process. Acceptance occurs automatically 15 days after the system Go Live date. If the Customer has not identified a Priority 1 or Priority 2 incident, as defined in *Exhibit C: Software Technical Support*, during this period the system will be deemed automatically accepted.