



SALES ORDER PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Pomona Police Department, California ("Customer") and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including Superion, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc. ("CentralSquare") and shall be effective as of the date of the last signature herein.

Quote Number: Q-248101 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

CentralSquare AI Terms of Use: The CentralSquare AI Terms of Use are attached to this Sales Order as Exhibit "B".

Summary of Services: Services for the products purchased under this Sales Order shall be governed by the Summary of Services document attached to this Sales Order as Exhibit "C".

Payment Terms.

Subscription

Annual Subscription Fees are due on the Delivery Date and annually thereafter on the anniversary of the Delivery Date.

- Payment for Year 1 Subscription Fees shall be due six (6) months after Execution.

Services

50 % due on the Effective Date of this Sales Order

50 % due on the Completion of Services

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A 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. 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.

Subscription Access. If Customer is purchasing subscription software under this Sales Order, so long as Customer has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Sales Order. Customer understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Sales Order. Upon termination of this Sales Order or any subscriptions, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Sales Order, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, and no more than once per year, Customer shall permit CentralSquare to audit Customer's use of the software to monitor compliance. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Sales Order, Customer shall be responsible for the prompt payment by Customer to CentralSquare of any underpayment.

Early Adopter. Customer acknowledges and agrees to be an early adopter of CitizenLink AI. CitizenLink AI is provided "as-is," and CentralSquare disclaims all representations and warranties, whether express, implied, or statutory, including any

warranty of merchantability, fitness for a particular purpose, accuracy, or uninterrupted or error-free operation. Customer agrees to use and evaluate CitizenLink AI and to promptly provide feedback on its performance, and grants CentralSquare a perpetual, irrevocable, royalty-free, and sublicensable license to use such feedback for any purpose. Customer agrees to serve as a reference by providing a testimonial and permitting CentralSquare to identify Customer as a user in its marketing and promotional materials.

Payment due in full 30 days from date of invoice. Annual maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties (the “Master Agreement”). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer’s accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties’ relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

CentralSquare Technologies, LLC	Pomona Police Department
1000 Business Center Drive Lake Mary, FL 32746	P.O. Box 660 Pomona, California 91769
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Exhibit A Quote

Quote #: Q-248101

Primary Quoted Solution: PSJ Pro

Quote expires on: July 31, 2026

Quote prepared for:

Kendra Farmer
Pomona Police Department
P.O. Box 660
Pomona, California 91769
(909) 620-2112

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

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CitizenLink AI Annual Subscription Fee	1	85,000.00	- 34,000.00	51,000.00
Software Subtotal					85,000.00 USD
Discount					- 34,000.00 USD
Software Total					51,000.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	CitizenLink AI Implementation Services - Fixed Fee	14,040.00
Services Subtotal		14,040.00 USD
Discount		- 14,040.00 USD
Services Total		0.00 USD

QUOTE SUMMARY

Software Subtotal	85,000.00 USD
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Services Subtotal	14,040.00 USD
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Quote Subtotal	99,040.00 USD
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Discount	- 48,040.00 USD
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Quote Total	51,000.00 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	51,000.00

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

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

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

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

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

PURCHASE ORDER INFORMATION

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

Yes [☐] No [☐]

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

PO Number: _____

Initials: _____

EXHIBIT B

CentralSquare AI Terms of Use

1. ACCEPTANCE OF TERMS

By accessing or using any CentralSquare Technologies, LLC (“CentralSquare”) AI software (“Service”), you agree to comply with and be bound by these Terms of Use (“Terms”). If you do not agree to any part of these Terms, you may not use the Service.

2. CHANGES TO TERMS

CentralSquare reserves the right to modify these Terms at any time. CentralSquare will provide notice of any changes by posting the revised Terms on this website. Your continued use of the Service after such changes constitutes your acceptance of the revised Terms.

3. ACCESS RIGHTS

Subject to complying with these Terms and payment of the applicable subscription fees, CentralSquare grants you a limited, non-exclusive, non-transferable right to access and use the Service solely for your internal purposes. Failure to pay the subscription fee may result in suspension or termination of access to the Service.

4. USER RESPONSIBILITIES

- You are responsible for all activities that occur under your account.
- You must use the Service in compliance with all applicable laws and regulations.
- You must not use the Service to upload, post, or transmit any content that contains malicious or harmful code, or is otherwise unlawful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
- You must not interfere with or disrupt the integrity or performance of the Service or its data.
- You must not attempt to gain unauthorized access to the Service or its related systems or networks.
- You acknowledge the Service is intended to assist with tasks and to provide information but is not a substitute for professional advice or reasonable judgment.

5. USER CONTENT

You retain ownership of any content you submit, post, or display on or through the Service (“User Content”). By submitting User Content, you grant CentralSquare a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, or perform services with your User Content in connection with the Service.

6. SERVICE OUTPUTS

Any use of Service outputs is at your sole risk. You agree not to rely on such output as a sole source of truth or factual information, or as a substitute for professional advice or independent verification of accuracy.

7. RECOMMENDATION FOR HUMAN REVIEW

CentralSquare recommends that you and/or users verify the accuracy of any information or data generated by the Service. Human oversight is essential to ensure the reliability, accuracy and appropriateness of any content produced by AI.

8. INTELLECTUAL PROPERTY

All content, features, and functionality of the Service, including but not limited to text, graphics, and logos, are the exclusive property of CentralSquare and are protected by copyright, patent, trademark, and other intellectual property laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the intellectual property of the Service without the prior written consent of CentralSquare.

9. DISCLAIMER OF WARRANTIES

THE SERVICE IS AN AI BASED SOFTWARE AS A SERVICE, AS SUCH CENTRALSQUARE DOES NOT MAKE ANY TRADITIONAL EXPRESS, IMPLIED, STATUTORY, OR OTHER PRODUCT WARRANTIES. IN LIEU OF TRADITIONAL WARRANTIES, CENTRALSQUARE STRIVES TO OFFER A RELIABLE AND HIGH-QUALITY SERVICE BY ADDRESSING ANY ISSUES OR PROBLEMS THROUGH OUR DEDICATED SUPPORT TEAM.

10. LIMITATION OF LIABILITY

CENTRALSQUARE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CENTRALSQUARE'S AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. TERMINATION

CentralSquare reserves the right to terminate or suspend your access to the Service immediately for breach of these Terms.

12. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed and construed in accordance with the state where you reside, without regard to its conflict of law provisions. If a dispute arises from use of the Service that cannot be resolved through good-faith negotiations, you agree to submit the matter to non-binding mediation and then, if necessary, to binding arbitration to the extent permitted by law. Any mediation or arbitration shall be confidential and governed by the rules of the American Arbitration Association and take place virtually.

13. CONTACT US

If you have questions regarding these Terms, please contact CentralSquare at legal@centralsquare.com. Customer service or support issues can be addressed through customersupport@centralsquare.com.

EXHIBIT C

Summary of Services

Pomona PD, CA, CitizenLink AI, Q-248101

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

Project Scheduling

Parties agree a schedule will be provided for services within **sixty days** from the execution of the applicable quote.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

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 or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or 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.

Services Scope of Project

The project includes the following scope of services.

CentralSquare services to implement CitizenLink AI, an AI-driven call triage application that answers, triages, and routes inbound non-emergency calls for the Client's public safety answering point (PSAP). CitizenLink AI is built on Amazon Connect and deployed within an AWS GovCloud environment, and operates independently of the Client's CAD system. CentralSquare will provide training for both administrators and

end users. CitizenLink AI offers a suite of features including:

- AI Call Triage: AI-driven answering and triage of inbound non-emergency calls, with routing and transfer to the appropriate destination or queue.
- Multilingual Caller Support: Caller interaction in multiple languages.
- Analytics Dashboard: Call volume, triage outcome, and deflection visibility for communications center supervisors and directors.
- User Management: Creation of user groups, individual administrator and user accounts, and a hierarchical system for access control.
- Intelligent call routing that presents callers with guided digital workflows for common non-emergency request types.
- Agencies send digital service links directly to callers, enabling seamless self-service resolution.
- Designed to deflect eligible calls from dispatcher queues without degrading citizen experience.
- Intuitive interface for authorized staff to create, manage, and update call flows without technical expertise
- CAD Integration: Direct intake, case lookup, and calls-for-service (CFS) dispatch with the Client's CAD.

Included within 6 months at customer's request

The following capabilities are on the CitizenLink AI road map and are not included in the current scope of services:

- Native Report Intake: Structured report capture by CitizenLink AI directly, rather than hand-off to the P2C portal.

CentralSquare Consulting Services will provide comprehensive training for both administrators and end users

CentralSquare CST trains agency representatives on call flow configuration and link distribution during onboarding.

Maximum number of ten (10) participants for each training session. Agency assumes all responsibility for classroom setup, providing each participant with his/her own workstation.

All services will be conducted remotely.