# FRAMEWORK AGREEMENT

**THIS FRAMEWORK AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **CENTRALSQUARE TECHNOLOGIES, LLC,** a Delaware limited liability company, whose address is 1000 Business Center Dr., Lake Mary, FL 32746-5585 (the "Contractor"), individually a "Party" and jointly "the Parties."

## RECITALS

**WHEREAS**, the City awarded this Agreement to the Contractor through pursuant to D.R.M.C. Sec. 20-64(a)(3) and the City's Executive Order 8 for the purchase of licensing and ongoing support of the Computer Aided Dispatch software supporting 911 (this "Agreement").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all Work under this Agreement with the City's Chief Information Officer ("CIO") or other designated personnel of the Department of Technology Services ("Agency" or "TS").

2. **DEFINITIONS**
   2.1. "**City Data**" means all information, data, and records, regardless of form, created by or in any way originating with the City and all information that is the output of any computer processing or other electronic manipulation including all records relating to the City's use of the Work. City Data also includes Confidential Information and Protected Information, as defined in this Agreement.
   2.2. "**D(d)ata**" means information, regardless of form, that can be read, transmitted, or processed.
   2.3. "**Deliverable(s)**" means a tangible object, software-as-a service subscription, or on-premise software that is provided to the City by the Contractor under this Agreement.
   2.4. "**Effective Date**" means the date on which this Agreement is fully approved and signed by the City as shown on the City's signature page.
   2.5. "**Exhibits**" means the exhibits and attachments included with this Agreement.
   2.6. "**Service(s)**" means the services to be performed by the Contractor as set forth in this Agreement and shall include any services or support provided by the Contractor in connection with any goods or Deliverables under this Agreement.
   2.7. "**Subcontractor**" means any third party engaged by the Contractor to aid in performance of the Work.
   2.8. "**Task Order**" means a document issued in accordance with this Agreement that specifically describes the Work to be performed.
   2.9. "**Work**" means the Deliverables provided and Services performed pursuant to this Agreement.
   2.10. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does

not include any material that was developed prior to the Term that is used, without modification, in the performance of the Work.

3. **SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED**:  As the City directs, the Contractor shall diligently undertake, perform, and complete the technology related Work set forth on the attached **Exhibit A**, Scope of Work ("SOW") to the City's satisfaction and subject to the terms contained in the Exhibits. The City shall have no liability to compensate the Contractor for Work that is not specifically authorized by this Agreement. The Work shall be performed as stated herein and shall conform to the specification of the attached Exhibits. The Parties acknowledge that they may further define the SOW in writing, and any alterations to the initial SOW shall become a part of this Agreement by incorporation. If any alteration to the initial or subsequent SOW materially alters the terms contained therein, the Parties agree to amend this Agreement in writing. The Contractor is ready, willing, and able to provide the technology related Work required by this Agreement. The Contractor shall faithfully perform the Work in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

4. **TERM**: This Agreement will commence on May 1, 2023, and will expire, unless sooner terminated, on May 1, 2028 (the "Term"). Subject to the City's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.

5. **COMPENSATION AND PAYMENT**

   5.1. **Fees**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the fees described in the attached **Exhibit A**. Amounts billed may not exceed rates set forth in **Exhibit A** and will be made in accordance with any agreed upon payment milestones.

   5.2. **Reimbursement Expenses**: There are no reimbursable expenses allowed under this Agreement. All the Contractor's expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

   5.3. **Invoicing**:  The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work that has been completed, and other information reasonably requested by the City.  Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

   5.4. **Maximum Agreement Liability**

      5.4.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Three Million Sixty-Seven Thousand One Hundred Fifty-Seven Dollars ($3,067,157.00) (the "Maximum Agreement Amount").  The City is not obligated to execute an Agreement or any amendments for any further services, including any

services performed by the Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at the Contractor's risk and without authorization under this Agreement.

    **5.4.2.** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**6. STATUS OF CONTRACTOR**: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, or employment relationship between the Parties.

**7. TERMINATION**

    **7.1.** The City has the right to terminate this Agreement or a product under this Agreement with cause upon written notice effective immediately and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City.

    **7.2.** Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

    **7.3.** Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement and shall refund to the City any prepaid cost or expenses.

    **7.4.** If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

**8. EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and

retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

9. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

10. **INSURANCE**

    10.1.    **General Conditions**: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Notice of cancellation or nonrenewal shall be provided to the City in accordance with policy provisions. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**10.2.**     **Proof of Insurance**: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to endorsements.

**10.3.**     **Additional Insureds**: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

**10.4.**     **Waiver of Subrogation**: For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.

**10.5.**     **Subcontractors and Subconsultants**: The Contractor shall confirm and document that all Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

**10.6.**     **Workers' Compensation and Employer's Liability Insurance**: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

**10.7.**     **Commercial General Liability**: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate.

**10.8.**     **Automobile Liability**: The Contractor shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

**10.9.**     **Cyber Liability**: The Contractor shall maintain Cyber Liability coverage with minimum limits of $1,000,000 per occurrence and $1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

**10.10.** **Technology Errors & Omissions**: The Contractor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with minimum limits of $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

## 11. DEFENSE AND INDEMNIFICATION

**11.1.** The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its Subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

**11.2.** The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. the Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

**11.3.** The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

**11.4.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**11.5.** The Contractor shall indemnify, save, and hold harmless the indemnified parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the indemnified parties in relation to any claim that any Deliverable or Service, software, or Work Product provided by the Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. The Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by the Contractor with any other product, system, or method, unless the other product, system, or method is (i) provided by the Contractor or the Contractor's subsidiaries or affiliates; (ii) specified by the Contractor to work with the IP Deliverables; (iii) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another

reasonably available product, system, or method capable of performing the same function; or (iv) is reasonably expected to be used in combination with the IP Deliverables.

**11.6.** The Contractor shall indemnify, save, and hold harmless the indemnified parties against all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys' fees and related costs, incurred by the indemnified parties in relation to the Contractor's failure to comply with §§ 24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established pursuant to § 24-85-103 (2.5), C.R.S. This indemnification obligation does not extend to the City's generated content using the Contractor's software, including any configuration or customization of the Contractor's software by the City.

**11.7.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. <u>**LIMITATION OF THE CONTRACTOR'S LIABILITY**</u>: To the extent permitted by law, the liability of the Contractor, its Subcontractors, and their respective personnel to the City for any claims, liabilities, or damages relating to this Agreement shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss or unauthorized disclosure of City Data, not to exceed three (3) times the Maximum Agreement Amount payable by the City under this Agreement. No limitation on the Contractor's liability to the City under this Section shall limit or affect: (i) the Contractor's indemnification obligations to the City under this Agreement; (ii) any claims, losses, or damages for which coverage is available under any insurance required under this Agreement; (iii) claims or damages arising out of bodily injury, including death, or damage to tangible property of the City; or (iv) claims or damages resulting from the recklessness, bad faith, or intentional misconduct of the Contractor or its Subcontractors.

13. <u>**COLORADO GOVERNMENTAL IMMUNITY ACT**</u>: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S. (2003).

14. <u>**COMPLIANCE WITH APPLICABLE LAWS AND POLICIES**</u>: The Contractor shall comply with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations, public health orders, and Executive Orders of the City and County of Denver that are applicable to the Contractor's performance hereunder. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated. Any of the Contractor's personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to the Contractor upon request. If any applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations, public health orders, and Executive Orders of the City and County of Denver that are applicable to the Contractor's performance hereunder is changed or comes into force after the Effective Date (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 or the termination of this Agreement if the Contractor can no longer perform its obligations hereunder.

15. **SERVICE LEVEL AGREEMENTS**: To the extent the Contractor provides service level commitments in connection with its provision of any Work purchased hereunder, the Contractor shall be fully responsible for the delivery and maintenance of the Work, in whole and/or in part, in accordance with the terms of the service level agreement attached hereto and incorporated herein as **Exhibit B**.

16. **TECHNOLOGY SERVICES SPECIFICATIONS**

16.1. **User ID Credentials**: Internal corporate or customer (tenant) user account credentials shall be restricted, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures, as follows:

16.1.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);

16.1.2. Account credential lifecycle management from instantiation through revocation;

16.1.3. Account credential and/or identity store minimization or re-use when feasible; and

16.1.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).

16.2. **Vendor Supported Releases**: The Contractor shall maintain the currency of all third-party software used in the development and execution or use of the Work with third-party vendor approved and supported releases, including, but not limited to, all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source.

16.3. **Identity Management**: CentralSquare shall comply with this Section 16.3 contingent upon the City's purchase of the CIM solution outlined in Exhibit H.  If the City does not agree to complete the implementation of the CIM solution then this Section 16.3 shall have no force and effect.  The City's Identity and Access Management ("IdM") system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, and securely. All new and proposed applications must utilize the authentication and authorization functions and components of IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions regardless of where the application is hosted.

16.4. **Additional Products or Services**: The Parties acknowledge that the Contractor will continue to enhance and/or modify its existing products or services. To use those enhanced products or services, the City shall be entitled to order those offerings at any time throughout the duration of this Agreement provided the pricing is set out in this Agreement. Once agreed upon by the Parties, additional products or services shall be subject to the same terms and conditions as contained herein and any order placed by the City shall not create any additional binding conditions on the City and shall not act as an amendment of the terms and conditions of this Agreement. If additional products or services are requested by the City, the Parties shall follow the agreed upon order process and if no process is outlined, then the CIO, or other designated

Agency personnel, shall be authorized to sign any necessary forms to acquire the products/services on behalf of the City. Additional licenses shall be prorated and co-termed with current licensing contained in this Agreement.

**16.5.** **Reoccurring Security Audits**: The Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Security Breach: a SSAE 18/SOC 2 Type 2 or other mutually agreed upon audit of the Contractor's security policies, procedures and controls. In addition, the Contractor shall comply with the City's annual risk assessment and the results thereof. The City may require, at the Contractor's expense, that the Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results. The Contractor will provide the City the results of the above audits. If additional funds are required to perform the tests required by the City that are not accounted for in this Agreement, the Parties agree to amend this Agreement as necessary.

**16.6.** **Performance Outside of the United States**: The Contractor shall request written approval from the City to perform, or subcontract to perform, Services outside the United States. The City may approve or deny such request within the City's sole discretion. Any notice or term in any Exhibit provided to the City by the Contractor regarding performance outside the United States shall be deemed ineffective and void if the City has not granted prior written approval for such performance. This prohibition shall also apply to using, transmitting, and maintaining City Data outside of the United States.

**16.7.** **Transition of Services**: Upon expiration or earlier termination of this Agreement or any Work provided hereunder, the Contractor shall accomplish a complete transition of the Services from the Contractor to the City or any replacement provider designated solely by the City without any interruption of or adverse impact on the Services or any other services provided by third parties under this Agreement. The Contractor shall cooperate fully with the City or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the City. All Services and related costs to such transition shall be negotiated at time of expiration or earlier termination. The Contractor shall extend this Agreement monthly if additional time is required beyond the termination of this Agreement, if necessary, to effectuate the transition and the City shall pay a proration of the subscription fee.

**16.8.** **Disaster Recovery and Continuity**

**16.8.1.** The Contractor shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to the Work provided under this Agreement. The program shall be designed, in the event of a significant business disruption affecting the Contractor, to provide the necessary and sufficient capabilities, processes, and procedures to enable the Contractor to resume and continue to perform its duties and obligations under this Agreement without undue delay or disruption. In the event of equipment failures, the Contractor shall, at no additional expense to the City, take reasonable steps to minimize service interruptions, including using any back-up facilities

where appropriate. Upon request, the Contractor shall provide the City with a copy of its disaster recovery plan and procedures.

**16.8.2.** Prior to the Effective Date of this Agreement, the Contractor shall, at its own expense, conduct or have conducted the following, and thereafter, the Contractor will, at its own expense, conduct or have conducted the following at least once per year:

**16.8.2.1.** A test of the operability, sufficiency, and completeness of business continuity and disaster recovery program's capabilities, processes, and procedures that are necessary to resume and continue to perform its duties and obligations under this Agreement.

**16.8.2.2.** If necessary, the Contractor will follow industry standards to modify capabilities, processes, and procedures to meet its obligations under this Agreement based upon the results and subsequent recommendations of the testing above, the Contractor will, within thirty (30) calendar days of receipt of such results and recommendations, promptly modify its capabilities, processes, and procedures to meet its obligations under this Agreement and provide City with written evidence of remediation.

**16.8.2.3.** The Contractor represents that it is capable, willing, and able to provide the necessary and sufficient business continuity and disaster recovery capabilities and functions that are appropriate for it to provide services under this Agreement.

## 17. <u>WARRANTIES AND REPRESENTATIONS</u>

**17.1.** Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, the Contractor warrants that any Work or Deliverable provided by the Contractor under this Agreement shall be free from material defects and shall function as intended and in material accordance with the applicable specifications. The Contractor warrants that any Work or Deliverable, and any media used to distribute it, shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function or technological means designed to disrupt, interfere with, or damage the normal operation of the Work or Deliverable and the use of City resources and systems. The Contractor's warranties under this Section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.

**17.2.** Upon notice of any defect or material nonconformity, the Contractor shall submit to the City in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the City to ascertain the feasibility, risks, and impacts of each recommendation. The City's remedy for such defect or material non-conformity shall be:

**17.2.1.** The Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the City. The Contractor shall deliver, at no additional cost to the City, all documentation required under this Agreement as applicable to the corrected Work or Deliverable; or

**17.2.2.** The Contractor shall refund to the City all amounts paid for such Work or Deliverable, as well as pay to the City any additional amounts reasonably necessary for the City to procure alternative goods or services of substantially equivalent capability, function, and performance.

**17.3.**    Any Work or Deliverable delivered to the City as a remedy under this Section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable.   The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

**17.4.**    **Customization Services**: The Contractor warrants that it will perform all customization services, if any, in a professional and workmanlike manner. In case of breach of the warranty of the preceding sentence, the Contractor, at its own expense, shall promptly re-perform the customization services in question or provide a full refund for all nonconforming customization services.

**17.5.**    **Third-Party Warranties and Indemnities**: The Contractor will assign to the City all third-party warranties and indemnities that the Contractor receives in connection with any Work or Deliverables provided to the City.  To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements.

**17.6.**    **Intellectual Property Rights in the Software**: The Contractor warrants that it is the owner of all Deliverables, and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Deliverables in this Agreement without the further consent of any third party and without conditions or requirements not set forth in this Agreement. In the event of a breach of the warranty in this Section, the Contractor, at its own expense, shall promptly take the following actions: (i) secure for the City the right to continue using the Deliverable as intended; (ii) replace or modify the Deliverable to make it non-infringing, provided such modification or replacement will not materially degrade any functionality as stated in this Agreement; or (iii) refund a pro-rated portion of the fees paid for the Deliverable for every month remaining in the pre-paid Term, in which case the Contractor may terminate any or all of the City's licenses to the infringing Deliverable granted in this Agreement and require return or destruction of copies thereof. The Contractor also warrants that there are no pending or threatened lawsuits, claims, disputes, or actions: (i) alleging that any of the Work or Deliverables infringes, violates, or misappropriates any third-party rights; or (ii) adversely affecting any Deliverables or Services, or the Contractor's ability to perform its obligations hereunder.

**17.7.**    **Disabling Code**: The Work and any Deliverables will contain no malicious or disabling code that is intended to damage, destroy, or destructively alter software, hardware, systems, or data. The Contractor represents, warrants and agrees that the City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system, resources, or data (a "Disabling Code"). In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (i) restore and/or reconstruct all data lost by the City as a result of

a Disabling Code; (ii) furnish to City a corrected version of the Work or Deliverables without the presence of a Disabling Code; and, (iii) as needed, re-implement the Work or Deliverable at no additional cost to the City. This warranty shall remain in full force and effect during the Term.

## 18. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE

**18.1.** **Compliance**: By July 2024, the Contractor shall comply with, and the Work and Work Product provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S (collectively, the "Guidelines"). The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Should a component be identified that is not currently compliant, the Contractor will scope the amount of development work and efforts needed to bring the component into compliance. If Contractor and the City are at an impasse due to pricing or disagreement on bringing components into compliance with State of Colorado standards, this Agreement shall terminate for convenience with neither Party enduring additional costs or obligations.

**18.2.** **Testing**: The City may require the Contractor's compliance to be determined by a third party selected by the City to attest that the Contractor's has performed all obligations under this Agreement in compliance with §§ 24-85-101, *et seq*., C.R.S., and the Accessibility Standards for Individuals with a Disability as established pursuant to Section § 24-85-103 (2.5), C.R.S.

## 19. CONFIDENTIAL INFORMATION

**19.1.** "Confidential Information" means all information or data, regardless of form, not subject to disclosure under the Colorado Open Records Act, § 24-72-201, *et seq*., C.R.S. ("CORA"), and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, Subcontractors, agents and consultants that need to know such information to fulfill the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfill the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

**19.2.** The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information ("Regulated Data") in accordance with all applicable

laws and regulations. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

19.3.     Disclosed information or data that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, Subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

19.4.     Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to CORA. In the event of a request to the City for disclosure of possible confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

20. **SAFEGUARDING PERSONAL INFORMATION**: "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also mean "personal information" as set forth at § 24-73-103(1)(g), C.R.S. If the Contractor or any of its subcontractors will or may receive PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. When applicable, the Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent

with §§24-73-101, *et seq.*, C.R.S. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required to collect or disseminate such information in accordance with any federal, state, or local law.

21. **DATA MANAGEMENT, SECURITY, AND PROTECTION**

21.1.     **Compliance with Data Protection Laws and Policies**: The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*; C.R.S., IRS Publication 1075; the Health Information Portability and Accountability Act ("HIPAA"); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services ("CJIS") Security Policy for all Criminal Justice Information; the Colorado Consumer Protection Act, the Payment Card Industry Data Security Standard ("PCI-DSS"), and the Minimum Acceptable Risk Standards for Exchanges (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

21.2.     **Safeguarding Protected and Sensitive Information**: "Protected Information" means data, regardless of form, that has been designated as sensitive, private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student and education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public under CORA. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction and shall only use, hold, and maintain Protected Information in facilities located within the United States. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to

access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.

21.3.     **Data Access and Integrity**: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of data; restrict access to data as necessary; and ensure the proper and legal use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. Unless otherwise required by law, the City has exclusive ownership of all City Data under this Agreement, and the Contractor shall have no right, title, or interest in City Data obtained in connection with the services provided herein.  The Contractor has a limited, nonexclusive license to access and use data as provided in this Agreement solely for the purpose of performing its obligations hereunder. The City retains the right to access and retrieve City Data stored on the Contractor's infrastructure at any time during the Term.  All City Data created and/or processed by the Work, if any, is and shall remain the property of the City and shall in no way become attached to the Work, nor shall the Contractor have any rights in or to the City Data without the express written permission of the City. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement. The City retains the right to use the Work to access and retrieve data stored on the Contractor's infrastructure at any time during the Term. Upon written request, the Contractor shall provide the City its policies and procedures to maintain the confidentiality of City Data and Protected Information.

21.4.     **Response to Legal Orders for City Data**: If the Contractor is required by a court of competent jurisdiction or administrative body to disclose City Data, the Contractor shall first notify the City and, prior to any disclosure, cooperate with the City's reasonable requests in connection with the City's right to intervene, quash, or modify the legal order, demand, or request, and upon request, provide the City with a copy of its response. If the City receives a subpoena, legal order, or other legal demand seeking data maintained by the Contractor, the City will promptly provide a copy to the Contractor. Upon notice and if required by law, the Contractor shall promptly provide the City with copies of its data required for the City to meet its necessary disclosure obligations.

21.5.     **Data Retention, Transfer, Litigation Holds, and Destruction**: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the City's data and record retention policies. All City Data shall be encrypted in transmission, including by web interface, and in storage by an agreed upon National Institute of Standards and Technology ("NIST") approved strong encryption method and standard. The Contractor shall not transfer or maintain data under

this Agreement outside of the United States without the City's express written permission. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm, by providing a certificate, the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request, at no additional cost to the City, that the Contractor preserve such data outside of record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable. The Contractor and its third-party services providers must develop and maintain a written policy for the destruction of such records.

21.6.    **Software and Computing Systems**: At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information received under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, and enhancements or updates consistent with evolving industry standards The Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to, anti-virus and anti-malware protections. The Contractor shall ensure that any underlying or integrated software employed under this Agreement is updated on a regular basis and does not pose a security threat. The Contractor shall provide a software bill of materials ("SBOM") annually or upon major changes to the solution(s) provided to the City under this Agreement. The Contractor shall provide a complete SBOM for the supported life of the solution(s). The Contractor shall monitor for security vulnerabilities in applicable software components and use a risk-based approach to mitigate any vulnerabilities.

21.7.    **Background Checks**: The Contractor shall ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, Subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data

Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Contractor will have access to federal tax information ("FTI") under this Agreement, the Contractor shall comply with the background check and other provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. § 552a, *et. seq*., related to federal tax information.

**21.8.** **Subcontractors and Employees**: If the Contractor engages a Subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the Work provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its Subcontractor's compliance with the obligations of this Agreement and for any of its Subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentially of any disclosed data shall apply equally to both the Contractor and any of its Subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies. The Contractor shall ensure all Subcontractors sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force so long as the Subcontractor has access to any data disclosed under this Agreement. Upon request, the Contractor shall provide copies of those signed nondisclosure agreements to the City.

**21.9.** **Security Audit Access**: The Contractor shall provide the City information reasonably required to assess the Contractor's compliance with its security and confidentiality obligations under this Agreement. Such information shall include an annual SSAE 18/SOC 2 Type 2 audit, or an alternative audit recommended by the City, and the Contractor shall comply with the City's annual risk assessment and the results thereof. To the extent the Contractor controls or maintains information systems used in connection with this Agreement, the Contractor shall provide the City with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application-level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by the City. The Contractor will remediate any vulnerabilities to comply with its obligations hereunder.

**21.10.** **Security Breach**: If the Contractor becomes aware of a known or unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of City Data, Protected Information, or other data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay but no less than forty-eight (48) hours. A Security Breach shall also include, without limitation, (i) attempts to gain unauthorized access to a City

system or City Data; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City's system hardware, firmware, or software characteristics without the City's knowledge, instruction, or consent. Any oral notice of a Security Breach provided by the Contractor shall be immediately followed by a written notice to the City. The Contractor shall maintain documented policies and procedures for Security Breaches including reporting, notification, and mitigation.

21.11.   **Cooperation**: The Contractor shall assist the City with its efforts regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and as required by law. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. Unless the Contractor can establish that neither it nor any of its agents, employees, assigns, or Subcontractors are the cause or source of the Security Breach, the Contractor shall indemnify, defend, and hold harmless the City for all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach and any required lawful notices.

21.12.   **Reporting**: The Contractor shall provide a written report to the City that identifies: (i) the nature of the unauthorized use or disclosure; (ii) the data used or disclosed; (iii) the parties responsible for the Security Breach (if known); (iv) what the Contractor has done or shall do to mitigate the effect of the Security Breach; and (v) what corrective action the Contractor has taken or shall take to prevent future Security Breaches. Except as expressly required by law, the Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.

21.13.   **Costs**: Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the City under law or equity, the Contractor will promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any Security Breach, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies, or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Security Breach in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Security Breach.

21.14.   **Remediation**: After a Security Breach, the Contractor shall take steps to reduce the risk of incurring a similar type of Security Breach in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City. The City may adjust or direct modifications to this plan, and the Contractor shall make all reasonable modifications as directed by the City. The City may, in its sole discretion and at the Contractor's sole expense, require the Contractor to engage the services of an independent, qualified, City-approved third party to conduct a security audit.

The Contractor shall provide the City with the results of such audit and evidence of the Contractor's planned remediation in response to any negative findings. Implementation of corrective actions to remedy the Security Breach and restore the City's access to the Work shall occur within five (5) calendar days of the date the Contractor becomes aware of any Security Breach.

21.15. **Request for Additional Protections and Survival**: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentially of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

22. **PROTECTED HEALTH INFORMATION**: The Contractor shall comply with all legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Health Information Technology for Economic and Clinical Health Act ("HITECH"); 42 CFR Part 2, Confidentially of Substance use Disorder Patient Records; the privacy standards adopted by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164, Subparts A and E; and the security standards adopted by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162, 164, and Subpart C (collectively, "HIPAA Rules"). The Contractor shall implement all necessary protective measures to comply with HIPAA Rules, and the Contractor hereby agrees to be bound by the terms of the Business Associate Agreement attached hereto and incorporated herein as **Exhibit F**. The Contractor shall not use protected health information or substance use treatment records except as legally necessary to fulfill the purpose of this Agreement and shall hold the City harmless, to the extent permitted by law, for any breach of these regulations. This Section shall survive the expiration or earlier termination of this Agreement, and the Contractor shall ensure that the requirements of this Section are included in any relevant subcontracts or subgrants.

23. **CRIMINAL JUSTICE INFORMATION**: Access to and use of criminal history record information and other sensitive information maintained in local, state, and FBI-managed criminal justice information systems by the Contractor are subject to the terms of this Agreement; 28 C.F.R. Part 20, Criminal Justice Information Systems; 18 U.S.C. § 2721, Prohibition on release and use of certain personal information from State motor vehicle records; Public Law 92-544; the National Crime Prevention and Privacy Compact; the National Crime Information Center ("NCIC") operating manual and polices; the most recent Criminal Justice Information Services Security Policy; and **Exhibit G**,

the Federal Bureau of Investigation ("FBI") Criminal Justice Information Services Security Addendum, attached hereto and incorporated herein by reference. Private contractors who perform criminal justice functions and have access to Criminal Justice Information ("CJI") shall meet the same training and certification criteria required of governmental agencies performing a similar function and are subject to audit to the same extent as local agencies. Before receiving access to CJI or Federal Criminal History Record Information ("CHRI"), the Contractor and its individual employees must complete the attached CJIS Security Addendum certification page in **Exhibit G**. The Contractor shall maintain signed CJIS Security Addendum certification pages for its personnel and shall provide copies to the City upon request.

24. **TAXES, CHARGES AND PENALTIES**: The City shall not be liable for the payment of taxes, late charges, or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

25. **ASSIGNMENT; SUBCONTRACTING**: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, Subcontractor, or assign.

26. **NO THIRD-PARTY BENEFICIARY**: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

27. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

28. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: Except for the functional requirements provided in response to a request for proposal and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, this Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

29. **PAYMENT OF CITY MINIMUM WAGE**: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all requirements,

conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

30. **SEVERABILITY**: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

31. **CONFLICT OF INTEREST**: No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq*. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

32. **NOTICES**: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail, or mailed via United States mail, postage prepaid, if to the Contractor at the aforementioned address, and if to the City at: Chief Information Officer, Denver Technology Services, 201 West Colfax Avenue, Dept. 301, Denver, Colorado 80202; with a copy to: Denver City Attorney's Office, 1437 Bannock St., Room 353, Denver, Colorado 80202. Notices hand delivered, sent by overnight courier, or electronic mail are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate electronic and substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

33. **DISPUTES**: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the CIO as defined in this Agreement. In the event of a dispute between the Parties, the Contractor will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

34. **GOVERNING LAW; VENUE**: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

36. **NO DISCRIMINATION IN EMPLOYMENT**:   In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

37. **LEGAL AUTHORITY**: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement.  Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement.  The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

38. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, rights, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

39. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

40. **ORDER OF PRECEDENCE**: In the event of any conflicts between the provisions in the body of this Agreement and the Exhibits, the provisions in the body of this Agreement shall control. For the avoidance of doubt, no subsequent order form, invoice, or quote issued by the Contractor shall take precedence over the terms of the body of this Agreement regardless of any term contained therein to the contrary.

41. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable.  Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of

limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

42. **INUREMENT**: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

43. **TIME IS OF THE ESSENCE**: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

44. **FORCE MAJEURE**:  Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of manufactures, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay"). In the event of any such Excusable Delay, time for performance shall be extended for as may be reasonably necessary to compensate for such delay.

45. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

46. **CITY EXECUTION OF AGREEMENT**: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

47. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the City' written approval.  Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the City in advance of the date and time of any presentation.  Nothing in this provision precludes the transmittal of any information to City officials. However, as a matter of public record, the Contractor may disclose the City as a customer.

48. **EXTERNAL TERMS AND CONDITIONS DISCLAIMER**: Notwithstanding anything to the contrary herein, the City shall not be subject to any provision including any terms, conditions, or agreements appearing on the Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically incorporated into this Agreement.

49. **PROHIBITED TERMS**: Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*.

50. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use,

possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

51. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

52. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

53. **ATTACHED EXHIBITS INCORPORATED**: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Service Level Agreement; **Exhibit C**, Access Policy; **Exhibit D**, Certificate of Insurance; **Exhibit E**, License Agreement; **Exhibit F**, HIPAA/HITECH BAA; **Exhibit G**, Criminal Justice Information Services Security Addendum; and **Exhibit H**, Sales Order.

## REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**Contract Control Number:**      TECHS-202367590-00
**Contractor Name:**               CENTRALSQUARE TECHNOLOGIES, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**                                            **CITY AND COUNTY OF DENVER:**

**ATTEST:**                                    By:

_____

**APPROVED AS TO FORM:**              **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver
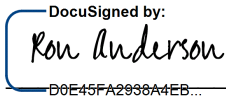
By:                                       By:

_____

By:

_____

**Contract Control Number:**      TECHS-202367590-00
**Contractor Name:**      CENTRALSQUARE TECHNOLOGIES, LLC

By: _Ron Anderson_ (DocuSigned by)

D0E45FA2938A4EB...

Name: Ron Anderson
(please print)

Title: Chief Sales Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**EXHIBIT A, SCOPE OF WORK**
**Fee Schedule (Quote Payment Terms)**

**(See Cost Summary - Next Page)**

| Custom Name | Q | Start Date | End Date | 2023/2024 | 5/1/2024 - 4/30/2025 | 5/1/2025 - 4/30/2026 | 5/1/2026 - 4/30/2027 | 5/1/2027 - 4/30/2028 |
|---|---|---|---|---|---|---|---|---|
| Enterprise Mobile Base Position with CJIS/NCIC Forms Annual Maintenance Fee - Inform Mobile Base Position with CJIS/NCIC Forms | 1 | 5/1/2023 | 4/30/2024 | $4,608.59 | $4,839.02 | $5,080.97 | $5,335.01 | $5,601.77 |
| Enterprise Mobile Mapping Annual Maintenance Fee - Inform Mobile Mapping | 1 | 5/1/2023 | 4/30/2024 | $921.72 | $967.81 | $1,016.20 | $1,067.01 | $1,120.36 |
| Enterprise CAD Motorola MUPS-OLS Interface Annual Maintenance Fee | 1 | 5/1/2023 | 4/30/2024 | $3,089.85 | $3,244.34 | $3,406.55 | $3,576.88 | $3,755.73 |
| Escrow Fee Recurring | 1 | 5/1/2023 | 4/30/2024 | $950.00 | $950.00 | $950.00 | $950.00 | $950.00 |
| Enterprise CAD Mapping Annual Maintenance Fee | 1 | 5/1/2023 | 4/30/2024 | $878.19 | $922.10 | $968.20 | $1,016.61 | $1,067.44 |
| VisiCAD Annual Maintenance Fee | 1 | 5/1/2023 | 4/30/2024 | $539.07 | $566.02 | $594.32 | $624.04 | $655.24 |
| 911 Backup Position License Annual Maintenance Fee | 1 | 5/1/2023 | 4/30/2024 | $715.47 | $751.24 | $788.81 | $828.25 | $869.66 |
| Versaterm Interface On Scene 2nd Location Mod | 1 | 5/1/2023 | 4/30/2024 | $2,063.25 | $2,166.41 | $2,274.73 | $2,388.47 | $2,507.89 |
| VisiNet Mobile Base Client License | 1 | 5/1/2023 | 4/30/2024 | $15,385.53 | $16,154.81 | $16,962.55 | $17,810.68 | $18,701.21 |
| Inform CAD Mapping | 1 | 5/1/2023 | 4/30/2024 | $2,217.87 | $2,328.77 | $2,445.20 | $2,567.47 | $2,695.84 |
| VisiNet Mobile Interface License | 1 | 5/1/2023 | 4/30/2024 | $2,727.93 | $2,864.33 | $3,007.54 | $3,157.92 | $3,315.82 |
| Inform CAD Position | 1 | 5/1/2023 | 4/30/2024 | $2,751.01 | $2,888.56 | $3,032.99 | $3,184.64 | $3,343.87 |
| VisiCAD Dispatcher/Call Taker Per Seat User License | 1 | 5/1/2023 | 4/30/2024 | $2,861.91 | $3,005.01 | $3,155.26 | $3,313.02 | $3,478.67 |
| VisiNet Mobile Mapping Client License | 1 | 5/1/2023 | 4/30/2024 | $13,462.34 | $14,135.46 | $14,842.23 | $15,584.35 | $16,363.56 |
| Inform CAD Position | 1 | 5/1/2023 | 4/30/2024 | $4,928.62 | $5,175.05 | $5,433.80 | $5,705.49 | $5,990.76 |
| Mobile Mapping Support Fees | 1 | 5/1/2023 | 4/30/2024 | $2,632.33 | $2,763.95 | $2,902.14 | $3,047.25 | $3,199.61 |
| VisiCAD Dispatcher/Call Taker Per Seat User License | 1 | 5/1/2023 | 4/30/2024 | $3,005.02 | $3,155.27 | $3,313.03 | $3,478.68 | $3,652.62 |
| VisiNet Mobile Server License (251-300) | 1 | 5/1/2023 | 4/30/2024 | $17,731.55 | $18,618.13 | $19,549.03 | $20,526.48 | $21,552.81 |
| Pictometry Module for CAD | 1 | 5/1/2023 | 4/30/2024 | $2,751.01 | $2,888.56 | $3,032.99 | $3,184.64 | $3,343.87 |
| VisiCAD Dispatcher/Call Taker Per Seat User License | 1 | 5/1/2023 | 4/30/2024 | $44,828.93 | $47,070.38 | $49,423.90 | $51,895.09 | $54,489.85 |
| Alphanumeric Paging Interface License | 1 | 5/1/2023 | 4/30/2024 | $1,276.75 | $1,340.58 | $1,407.61 | $1,477.99 | $1,551.89 |
| Pictometry Module for Training CAD | 1 | 5/1/2023 | 4/30/2024 | $2,063.25 | $2,166.41 | $2,274.73 | $2,388.47 | $2,507.89 |
| VisiCAD Dispatcher/Call Taker Per Seat User License | 1 | 5/1/2023 | 4/30/2024 | $98,734.65 | $103,671.38 | $108,854.95 | $114,297.70 | $120,012.58 |
| ANI-ALI (911) Simulator License | 1 | 5/1/2023 | 4/30/2024 | $709.31 | $744.77 | $782.01 | $821.11 | $862.17 |
| ProQA Integration Module License | 1 | 5/1/2023 | 4/30/2024 | $7,512.55 | $7,888.18 | $8,282.59 | $8,696.72 | $9,131.55 |
| VisiCAD Live Routing License | 1 | 5/1/2023 | 4/30/2024 | $4,255.81 | $4,468.60 | $4,692.03 | $4,926.63 | $5,172.96 |
| Radio Fire Box Interface License | 1 | 5/1/2023 | 4/30/2024 | $993.01 | $1,042.66 | $1,094.79 | $1,149.53 | $1,207.00 |
| Archive & Reporting Server License | 1 | 5/1/2023 | 4/30/2024 | $5,236.94 | $5,498.78 | $5,773.72 | $6,062.41 | $6,365.53 |
| Raptor API License | 1 | 5/1/2023 | 4/30/2024 | $707.70 | $743.09 | $780.24 | $819.25 | $860.21 |
| VisiCAD Multi-Agency Production Server License | 1 | 5/1/2023 | 4/30/2024 | $6,667.44 | $7,000.81 | $7,350.85 | $7,718.39 | $8,104.31 |
| Archive Data Purging & SQL Replication License | 1 | 5/1/2023 | 4/30/2024 | $7,093.01 | $7,447.66 | $7,820.05 | $8,211.05 | $8,621.60 |
| Citrix Server Integration Module License | 1 | 5/1/2023 | 4/30/2024 | $4,292.87 | $4,507.52 | $4,732.89 | $4,969.54 | $5,218.01 |
| SOP Module License for Production CAD | 1 | 5/1/2023 | 4/30/2024 | $2,123.09 | $2,229.24 | $2,340.71 | $2,457.74 | $2,580.63 |
| VisiCAD R-Check License | 1 | 5/1/2023 | 4/30/2024 | $1,418.60 | $1,489.53 | $1,564.01 | $1,642.21 | $1,724.32 |
| Dispatch Rules Module License for Production CAD | 1 | 5/1/2023 | 4/30/2024 | $707.70 | $743.09 | $780.24 | $819.25 | $860.21 |
| VisiCAD Training Server License | 1 | 5/1/2023 | 4/30/2024 | $2,837.21 | $2,979.07 | $3,128.02 | $3,284.42 | $3,448.64 |
| E911 Interface License | 1 | 5/1/2023 | 4/30/2024 | $3,631.61 | $3,813.19 | $4,003.85 | $4,204.05 | $4,414.25 |
| Standard Deccan Commit (MUM) Integration | 1 | 5/1/2023 | 4/30/2024 | $3,918.84 | $4,114.78 | $4,320.52 | $4,536.55 | $4,763.38 |
| VisiNet Browser Query Site License | 1 | 5/1/2023 | 4/30/2024 | $4,255.81 | $4,468.60 | $4,692.03 | $4,926.63 | $5,172.96 |
| Standard Inform CAD to External Incident Data Transfer | 1 | 5/1/2023 | 4/30/2024 | $3,918.84 | $4,114.78 | $4,320.52 | $4,536.55 | $4,763.38 |
| VisiNet Browser View Site License | 1 | 5/1/2023 | 4/30/2024 | $85,116.08 | $89,371.88 | $93,840.47 | $98,532.50 | $103,459.12 |
| Standard VisiCAD to VisiCAD Interface w/DIA License | 1 | 5/1/2023 | 4/30/2024 | $7,154.81 | $7,512.55 | $7,888.17 | $8,282.58 | $8,696.71 |
| VisiNet Mobile AVL only Client License | 1 | 5/1/2023 | 4/30/2024 | $5,226.90 | $5,488.25 | $5,762.66 | $6,050.79 | $6,353.33 |
| Versaterm Mobile to VisiCAD Interface License | 1 | 5/1/2023 | 4/30/2024 | $28,046.80 | $29,449.14 | $30,921.60 | $32,467.68 | $34,091.06 |
| VisiNet Mobile AVL only Client License | 1 | 5/1/2023 | 4/30/2024 | $7,692.76 | $8,077.40 | $8,481.27 | $8,905.33 | $9,350.60 |
| Inform CAD Mapping | 1 | 5/1/2023 | 4/30/2024 | $246.44 | $258.76 | $271.69 | $285.28 | $299.54 |
| VisiCAD BOLO License | 1 | 5/1/2023 | 4/30/2024 | $4,255.81 | $4,468.60 | $4,692.03 | $4,926.63 | $5,172.96 |
| Inform CAD Position | 1 | 5/1/2023 | 4/30/2024 | $44,357.54 | $46,575.42 | $48,904.19 | $51,349.40 | $53,916.87 |
| Maintenance Fee | 1 | 5/1/2023 | 4/30/2024 | $1,155.21 | $1,212.97 | $1,273.62 | $1,337.30 | $1,404.17 |
| Subtotal | | 5/1/2023 | 4/30/2024 | $474,657.51 | $498,342.89 | $523,212.53 | $549,325.66 | $576,744.44 |
| Inform Mobile Mapping | 1 | 10/22/2023 | 4/30/2024 | $1,519.19 | $3,032.45 | $3,184.07 | $3,343.27 | $3,510.44 |
| Inform Mobile Base Position | 1 | 10/22/2023 | 4/30/2024 | $6,076.76 | $12,129.78 | $12,736.27 | $13,373.08 | $14,041.74 |
| Subtotal | | 10/22/2023 | 4/30/2024 | $7,595.95 | $15,162.23 | $15,920.34 | $16,716.36 | $17,552.18 |
| Enterprise CAD Mapping Test or Training Annual Maintenance Fee | 1 | 9/23/2023 | 4/30/2024 | $146.48 | $254.72 | $267.46 | $280.83 | $294.87 |
| Subtotal | | 9/23/2023 | 4/30/2024 | $146.48 | $254.72 | $267.46 | $280.83 | $294.87 |
| Inform CAD Routing Server | 1 | 6/30/2023 | 4/30/2024 | $3,621.45 | $4,762.47 | $5,000.59 | $5,250.62 | $5,513.15 |
| Inform CAD Routing Server - Test or Training System | 1 | 6/30/2023 | 4/30/2024 | $1,086.26 | $1,428.51 | $1,499.93 | $1,574.93 | $1,653.68 |
| Subtotal | | 6/30/2023 | 4/30/2024 | $4,707.71 | $6,190.98 | $6,500.53 | $6,825.55 | $7,166.83 |
| Field Ops | 44 | 7/25/2023 | 4/30/2024 | $4,268.00 | $6,112.26 | $6,417.87 | $6,738.77 | $7,075.70 |
| Inform CAD ASAP Interface Annual Subscription | 1 | 7/25/2023 | 4/30/2024 | $4,486.38 | $6,424.82 | $6,746.06 | $7,083.36 | $7,437.53 |
| | | 7/25/2023 | 4/30/2024 | $8,754.38 | $12,537.08 | $13,163.93 | $13,822.13 | $14,513.24 |
| Grand Total | | 7/25/2023 | 4/30/2024 | $495,862.04 | $532,487.90 | $559,064.79 | $586,970.53 | $616,271.56 |

| Product: Product Name | QTY | Start Date | End Date | 2023/2024 | 5/1/2024 - 4/30/2025 | 5/1/2025 - 4/30/2026 | 5/1/2026 - 4/30/2027 | 5/1/2027 - 4/30/2028 |
|---|---|---|---|---|---|---|---|---|
| Enterprise CAD Mapping (OP) Annual Subscription Fee | 2 | 3/8/2024 | 4/30/2024 | 61.46 | 441.00 | 463.05 | 486.20 | 510.51 |
| Enterprise CAD Position (OP) Annual Subscription Fee | 2 | 3/8/2024 | 4/30/2024 | 1,321.50 | 9,481.50 | 9,955.58 | 10,453.35 | 10,976.02 |
| | | | N/A | 1,382.96 | 9,922.50 | 10,418.63 | 10,939.56 | 11,486.53 |

Note: The above line items depicted in red text have been prorated for the first year of the Agreement to align with the May 1 main renewal period. Subsequent renewals fees will be for a full calendar year.

The following renewal is for the Subscription Fees included in Q-146562 included under Invoice no. 393741.

| Product: Product Name | QTY | Year 1 due on Execution Date | 2023/2024 | 10/5/2024 - 4/30/2025* | 5/1/2025 - 4/30/2026 | 5/1/2026 - 4/30/2027 | 5/1/2027 - 4/30/2028 |
|---|---|---|---|---|---|---|---|
| Enterprise Mobile Base Position (OP) Annual Subscription Fe | 6 | 10/5/2023 | 1,800.00 | 1,079.63 | 1,984.50 | 2,083.73 | 2,187.91 |
| Enterprise Mobile Mapping (OP) Annual Subscription Fee | 6 | 10/5/2023 | 600.00 | 359.88 | 661.50 | 694.58 | 729.30 |
| | | | 2,400.00 | 1,439.51 | 2,646.00 | 2,778.30 | 2,917.22 |

**\*** The first renewal will be prorated to 4/30/2025, to align with the annual renewal period of all other licensed products.

The following renewal is for the Subscription Fees included in Q-148824 as part of Exhibit H.

| Product: Product Name | QTY | Year 1 due on Delivery Date | 2023/2024 | 5/1/2024 - 4/30/2025 | 5/1/2025 - 4/30/2026 | 5/1/2026 - 4/30/2027 | 5/1/2027 - 4/30/2028 |
|---|---|---|---|---|---|---|---|
| Enterprise Common Identity Management (CIM) (OP) Annual Subscription Fee | 1 | TBD | - | - | - | - | - |
| CentralSquare Message Switch (OP) Annual Subscription Fee | 1 | TBD | TBD* | 10,473.75 | 10,997.44 | 11,547.31 | 12,124.67 |
| | | TBD | TBD* | 10,473.75 | 10,997.44 | 11,547.31 | 12,124.67 |

**\*** The first renewal will be prorated to 4/30/2024, to align with the annual renewal period of all other licensed products.

## PAYMENT TERMS:

Payment due according to the City's Prompt Payment Ordinance.

<u>RECURRING FEES</u>
a. If applicable, the Annual Access Fee is due: on the Execution Date, and annually thereafter on the anniversary of the Execution Date.
b. Support and Maintenance Fees are due prior to the beginning of the next Renewal Period and annually thereafter.
c. Annual Subscription Fees are due prior to the beginning of the next Renewal Period, and annually thereafter.
d. Annual Software Maintenance Fees and Annual Subscription Fees shall increase by 5% year over year.

**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.

**EXHIBIT B**

# Technical Support

This 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, as defined in Section 4.10.

    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 7:30 P.M. (Eastern Time) ("Normal Customer Service Hours") toll-free phone number (833-278-7877), excluding holidays. CentralSquare shall provide to Customer, during the Normal Customer Service 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 Agreement, including remote access to the Solutions.

    2.2. Urgent (Priority 1) and Critical (Priority 2): Telephone Assistance after Normal Customer Service Hours. After Normal Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the 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).

    PRIORITY 1 – URGENT: Priority 1 cases are catastrophic problems that severely

impact the customer's ability to conduct business. This may mean that the systems are down or not functioning, and no procedural workaround exists. The objective is to restore the customer's capacity to remain productive and maintain necessary business-level operations affected by the problem within 24 hours and to downgrade the problem severity accordingly. Priority 1 cases must be submitted by phone. the Vendor initially responds to a Priority 1 case within one hour after opening. Alarm notifications are sent to members of the support team if a P1 case has not been responded to after 30 minutes. Continuous efforts are made to isolate, diagnose, and deliver a workaround or repair. When the severity level has been downgraded, the support team follows the appropriate guidelines.

PRIORITY 2 – CRITICAL: Priority 2 cases are high-impact problems that disrupt the customer's operation but there is capacity to remain productive and maintain necessary business level operations. The problem may require a fix on the customer's system prior to the next planned commercial release of the applicable the Vendor product software. The Vendor will initially respond within two hours after the point of opening a P2 case. The Vendor support team makes continuous efforts to isolate, diagnose, and deliver a workaround or repair and will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.

3. **Website Support Portal**

Online support is available twenty-four (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 not provided by CentralSquare ("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 end user hardware, operating system and browser software that meets technical specifications, as well as a stable high-speed connection and remote connectivity.

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

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

5.4. Supply CentralSquare with access to and use of all information and facilities reasonably

determined to be necessary by CentralSquare to render the technical support described herein;

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

5.6. At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website,, Https://support.centralsquare.com/s/contact-us 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 Approved Personnel" 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.

6.3. CentralSquare has approved Bomgar as the sole primary form of support connectivity for CentralSquare's software applications. Bomgar provides for passwords, advanced authentication, encryption and logging that meet or exceed FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. The Customer has access to log information through the CentralSquare support ticket management system Customer portal on CentralSquare's website. Backup support connectivity is also required. The Customer will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Customer's team to assist in troubleshooting.

## 7. Server Performance & Capacity

7.1. CentralSquare shall provide sufficient server capacity for the term of this Agreement to meet the reasonable performance requirements for the number of concurrent system users listed in Exhibit 1. If the Customer requests, at some later date, 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.

7.2. "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.

8. **System Maintenance**

8.1. <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 scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM. The upgrades are installed at mutually agreed times. Typical downtime is four-to-eight (4-8) hours depending on data size and start/end version changes. Web patches can take twenty-to-thirty (20-30) minutes to install. CentralSquare recommends reserving a weekly or monthly maintenance window between 0000-0500 (i.e. Midnight to 5:00AM) for patching and other maintenance activity. CentralSquare may only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.

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

8.3. <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 impacting 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.

9. **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 the Technical Support Standards. CentralSquare will make commercially reasonable efforts to respond to Software incidents for the live production systems using the following guidelines:

| Priority | Issue Definition | Response Time |
|---|---|---|
| **Priority 1 – Urgent** | Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following:<br><br>• CentralSquare CAD server software inoperative<br>• Loss of ability for all users to log on to system<br>• Loss of transactional data & transactional data corruption<br><br>This means one or more critical server components are nonfunctional disabling CAD Enterprise or the field reporting capabilities of CAD Enterprise workstations. | Normal Customer Service Hours: Telephone calls to 833-278-7877 will be immediately answered and managed by the first available representative but not longer than five (5) minutes.<br><br>***After Normal Customer Service Hours: Thirty (30) minute call back after Customer telephone contact to 833-278-7877.***<br><br>Priority 1 issues must be called in via 833-278-7877 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 with no workaround not meeting the criteria of an Urgent Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible.<br><br>• Loss of ability for CentralSquare CAD users to enter Case (Incident, Arrest and Custody) records into the system<br>• Unable to book or release inmates<br><br>A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of CentralSquare CAD workstations). | Normal Customer Service Hours: Telephone calls to 833-278-7877 will be immediately answered and managed by the first available representative but not longer than five (5) minutes.<br><br>***After Normal Customer Service Hours: One (1) hour call back after Customer telephone contact to 833-278-7877.***<br><br>Critical Priority issues may also be reported via Https://support.centralsquare.com/s/contact-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, but which does negatively impact the User from performing a common function. Such errors will be consistent and reproducible.<br><br>• Loss of Non-Urgent Data (with "Non- Urgent" being defined as not causing an error classified as a P1 or P2 error (above).<br>• NIBRS State reporting issues that cause agency reports to exceed State error submission limits<br>• UCR reporting multiple occurrence of inaccurate data<br><br>A significant number of workstations are negatively impacted by this error (e.g., does not apply to a minimal set of CentralSquare CAD workstations). | Normal Customer Service Hours: Telephone calls to 833-278-7877 will be answered and managed by the first available representative but not longer than five (5) minutes after the initial phone call.<br><br>Non-Critical Priority issues may also be reported via Https://support.centralsquare.com/s/contact-us<br><br>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. This includes system administrator functions. | Normal Customer Service Hours: Telephone calls to 833-278-7877 will be answered and managed by the first available representative but not longer than five (5) minutes after the initial phone call.<br><br>Minor Priority issues may also be reported via Https://support.centralsquare.com/s/contact-us<br><br>Minor Priority issues are not managed after Normal Customer Service Hours. |
|---|---|---|

*Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) CentralSquare's support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a CentralSquare approved remote access Customer so that CentralSquare can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for CentralSquare staff and each session participant*

## 10. <u>Exceptions</u>

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

10.1. 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.

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

10.3. 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.

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

## 11. <u>Incident Resolution</u>

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.<br><br>CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than twelve (12) 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 (including after hours) to provide the Customer with a solution that allows the Customer to resume normal operations on the production system.<br><br>CentralSquare will use commercially reasonable efforts to resolve the issue 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 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. |

## 12. Non-Production Environments

CentralSquare will make commercially reasonable efforts to provide support on 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 2.

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

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

## 13. Virtual Private Network (VPN) Concentrator

If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain, the property of CentralSquare.

## 14. Customer Cooperation

Customer may be asked to perform problem determination activities as suggested by

CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.

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 C**
**Bomgar Access Policy**

In order to provide secure, CJIS 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 FBI CJIS 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 meet the security requirements required for Remote Access under the FBI CJIS Security Policy.

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 client. 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 clients are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump client can be active or passive. An active jump client 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 client.

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

**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 client methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump client 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.

For any additional information, please do not hesitate to reach out to CentralSquare.

# ACORD® Exhibit D CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)** 10/24/2023

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.<br>TWO ALLIANCE CENTER<br>3560 LENOX ROAD, SUITE 2400<br>ATLANTA, GA 30326<br><br>CN130114897-EO/C-GAWU-23-24 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| **INSURED**<br>CentralSquare Technologies, LLC<br>Superion, LLC<br>TriTech Software Systems<br>1000 Business Center Dr.<br>Lake Mary, FL 32746 | 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 : AIG Specialty Insurance Company | 26883 |
| | INSURER F : | |

## COVERAGES

**CERTIFICATE NUMBER:** ATL-005306386-15  **REVISION NUMBER:** 6

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<br>☐ CLAIMS-MADE  X OCCUR | X | X | H-630-6S758660-COF-23 | 08/31/2023 | 08/31/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY  ☐ PRO-JECT  ☐ LOC<br>OTHER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY  ☐ SCHEDULED AUTOS<br>X HIRED AUTOS ONLY  X NON-OWNED AUTOS ONLY | X | X | BA-6S783539-23-I3-G | 08/31/2023 | 08/31/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | X UMBRELLA LIAB  ☐ OCCUR<br>☐ EXCESS LIAB  ☐ CLAIMS-MADE<br>☐ DED  X RETENTION $ 10,000 | X | X | CUP-6S801390-23-I3 | 08/31/2023 | 08/31/2024 | EACH OCCURRENCE | $ 10,000,000 |
| | | | | | | | AGGREGATE | $ 10,000,000 |
| | | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | UB-6S783668-23-I3-G | 08/31/2023 | 08/31/2024 | X PER STATUTE  ☐ OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | E&O/Cyber | | | 01-424-27-66 | 08/31/2023 | 08/31/2024 | Limit | 5,000,000 |
| | | | | | | | SIR | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REF Contract # TECHS-202367590
The City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insured where required by written contract with respect to General and Auto Liability. Waiver of subrogation is applicable where required by written contract with respect to General Liability and Workers Compensation. The General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

## CERTIFICATE HOLDER

City and County of Denver
Department of Technology Services
201 W. Colfax Avenue, Dept. 301
Denver, CO 80202

## 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

*John Whittle*

ACORD 25 (2016/03)  The ACORD name and logo are registered marks of ACORD

# ACORD®

# ADDITIONAL REMARKS SCHEDULE

| AGENCY | NAMED INSURED |
|---|---|
| MARSH USA, LLC. | CentralSquare Technologies, LLC |
| **POLICY NUMBER** | Superion, LLC |
| | TriTech Software Systems |
| | 1000 Business Center Dr.Lake |
| | Mary,FL 32746 |
| **CARRIER** | **NAIC CODE** |
| | **EFFECTIVE DATE:** |

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25    **FORM TITLE:** Certificate of Liability Insurance

Excess E&O/Cyber

Carrier: Indian Harbor Insurance Company

Policy Number: MTE9043949 02

Effective Date: 08/31/2023

Expiration Date: 08/31/2024 Limit:

$5M x $5M

ACORD 101 (2008/01)

# Exhibit E, CentralSquare Solutions Agreement

**Solution: Public Safety – PSJ Enterprise**

**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 A (the "**Fee Schedule (Quote Payment Terms**")").

All invoices shall be billed and paid in United States of America dollars (USD) and in accordance with terms set forth in Exhibit A. 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. "**Action**" 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.

   1.2. "**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.

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

   1.4. "**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.

   1.5. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all copies of 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.

   1.6. **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.

   1.7. "**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.

   1.8. "**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 use of third-party services.

   1.9. "**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.

   1.10. "**Delivery**" means:

       1.10.1. For on premise Solutions, when the software object code has been installed on Customer Systems and license keys have been received by Customer.

       1.10.2. For cloud-based Solutions, when Authorized Users have received access to any module of the Solution.

1.11. "**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.

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

1.13. "Go Live" means first use of a Solution or module of a Solution in a production environment, unless otherwise agreed to by the Parties in a statement of work.

1.14. "**Harmful Code**" means 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.

1.15. "**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.

1.16. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit B ("**Technical Support**").

1.17. "**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.

1.18. "."**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.

1.19. "**Professional Services**" means 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.

1.20. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.

1.21. "**CentralSquare Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.

1.22. "**Software**" means the software program(s) (in object code format only) identified on Exhibit A.  The term "Software" excludes any Third-Party Software.

1.23. **"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.

"**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.

1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Maintenance & Technical Support (Support response/resolution) outlined in Exhibit B.

1.25. "**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. <u>License Grant.</u> For any Solution designated as a "license" on Exhibit A, 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 A. 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, 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. <u>Access Grant.</u> For any Solution designated as a "subscription" on Exhibit A, 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 A. 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, 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. <u>Documentation License.</u> 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. <u>Reservation of Rights.</u> 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 Person, 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;

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**.  CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the 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 Exhibit B and specifications, and if required by CentralSquare, remote access in accordance with Exhibit C- Bomgar Access 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 33, 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 B, 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.

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 shall be designated as confidential at the time of disclosure and if disclosed orally, shall be reduced to writing within ten (10) business days. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both Parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which

there are inadequate remedies at law and that the non-disclosing Party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.

7.2. <u>Exceptions</u>. 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.

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. <u>Intellectual Property Warranty</u>. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the rights 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. <u>Intellectual Property Remedy</u>.   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 the Effective Date (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 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, reinstall the Software or correct the Defects.  Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit B.

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. **<u>DISCLAIMER OF WARRANTY</u>. 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 WARANTY 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 United States 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        email:** <u>info@CentralSquare.com</u>
**Attention: Senior Counsel / Contracts Department**

If to Customer:    **City and County of Denver**
**201 West Colfax Avenue, Dept. 301**
**Denver, CO 80202**
**Phone:  (720) 913-2071     email:** <u>jacob.woodard@denvergov.org</u>
**Attention: 911 IT Manager**

12. **Force Majeure.**  Neither Party shall be responsible for failure to fulfill its obligations hereunder or 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. **Termination.** This Agreement may be terminated:

    13.1. 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.

    13.2. For Customer's failure to pay undisputed amounts due under this Agreement that has continued more than ninety (90) days after delivery of written notice of non-payment.

    13.3. .

    13.4. Customer may terminate for convenience, in whole or in part, at any time. Should Customer terminate for convenience during any twelve (12) month term, CentralSquare shall provide a pro-rated refund for any on-premise subscription asset designated on Exhibit A with "(OP)". Should Customer terminate for convenience, in whole or in part, any cloud hosted subscription asset, no pre-paid fees shall be returned, or pro-rated refund be given, for any remaining months on the then current term.

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

    14.1. 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

    14.2. 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 effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

    14.3. 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.

    14.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in an executed Statement of Work) prior to Go Live, Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit A.

    14.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective 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.

    14.6. 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.

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

15. **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.

16. **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.

17. **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 in the Agreement 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. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

18. **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.

19. **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.

20. **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 including, without limitation, Docusign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

21. **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.

22. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare has agreed to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

## EXHIBIT F, BUSINESS ASSOCIATE AGREEMENT
## HIPAA/HITECH

### 1.  GENERAL PROVISIONS AND RECITALS.

1.01  The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.

1.02  The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.

1.03  CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.

1.04  The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.

1.05  The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.

1.06  The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity.  CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

### 2.  DEFINITIONS.

2.01  "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2.02  "Agreement" means the attached Agreement and its exhibits to which these additional terms are incorporated by reference.

2.03  "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1    Breach excludes:

1. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2. Any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.

3. A disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2.03.2    Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

2. The unauthorized person who used the PHI or to whom the disclosure was made;

3. Whether the PHI was actually acquired or viewed; and

4. The extent to which the risk to the PHI has been mitigated.

2.04    "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.05    "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.06    "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07    "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08    "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

2.09    "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.10    "Immediately" where used here shall mean within 24 hours of discovery.

2.11    "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.l03 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.12    "Parties" shall mean "CONTRACTOR" and "CITY", collectively.

2.13    "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.14    "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

2.15    "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.16    "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.

2.17    "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.18    "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

2.19    "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

2.20    "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.21    "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

2.22    "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.23    "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

## 3.   OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

3.01    CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.

3.02    CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.

3.03    CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.

3.04    CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.

3.05    CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.

3.06    CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.

3.07    To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.

3.08    CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.

3.09    CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.

3.10    CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.11    CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.12    CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

3.13   CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

## 4.   SECURITY RULE.

4.01   CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

4.02   CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.

4.03   CONTRACTOR shall immediately report to CITY any Security Incident of which   it becomes   aware. CONTRACTOR   shall report   Breaches   of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

## 5.   BREACH DISCOVERY AND NOTIFICATION.

5.01   Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.

5.01.1  A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

5.01.2  CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.

5.02   CONTRACTOR shall provide the notification of the Breach immediately to the CITY DEH Executive Director or other designee.

5.02.1  CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

5.03   CONTRACTOR'S notification shall include, to the extent possible:

5.03.l  The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

5.03.2  Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or

promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

1.  A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2.  A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3.  Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4.  A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5.  Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

5.04   CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.

5.05   In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

5.06   CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

5.07   CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.

5.08   CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.

5.09   In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

## 6.  PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

6.01   CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.

6.02   CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.

6.03   CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:

6.03.1  The Disclosure is required by law; or

6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

6.04   CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

6.05   CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

## 7.  OBLIGATIONS OF CITY.

7.01   CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.

7.02   CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.

7.03   CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

7.04   CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

## 8.  BUSINESS ASSOCIATE TERMINATION.

8.01   Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:

8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.

8.02.1 This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.

8.02.2 CONTRACTOR shall retain no copies of the PHI.

8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03 The obligations of this Agreement shall survive the termination of the Agreement.

## 9. SUBSTANCE ABUSE (42 C.F.R., Part 2).

CONTRACTOR shall also comply with all provisions of 42 C.F.R., Part 2 relating to substance abuse treatment and records.

Central Square Technologies, LLC

DocuSigned by:

*Billie Jo Belcher*

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Billie Jo Belcher

Assistant General Counsel

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## EXHIBIT G, FEDERAL BUREAU OF INVESTIGATION
## CRIMINAL JUSTICE INFORMATION SERVICES
## SECURITY ADDENDUM

### Legal Authority for and Purpose and Genesis of the
### Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

   1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

   2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

   3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

# FEDERAL BUREAU OF INVESTIGATION
## CRIMINAL JUSTICE INFORMATION SERVICES
### SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00    Definitions

1.01    Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor  subject to this Security Addendum.

1.02    Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00    Responsibilities of the Contracting Government Agency.

2.01    The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00    Responsibilities of the Contractor.

3.01    The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00    Security Violations.

4.01    The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02    Security violations can justify termination of the appended agreement.

4.03    Upon notification, the FBI reserves the right to:

    a.    Investigate or decline to investigate any report of unauthorized use;

    b.    Suspend or terminate access and services, including telecommunications links.  The FBI will provide the CSO with timely written notice of the suspension.  Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor.  Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00    Audit

5.01    The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00    Scope and Authority

6.01    This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02    The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20.  The parties are also subject to applicable federal and state laws and regulations.

6.03    The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04    This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05    All notices and correspondence shall be forwarded by First Class mail to:


Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia  26306

# FEDERAL BUREAU OF INVESTIGATION
# CRIMINAL JUSTICE INFORMATION SERVICES
# SECURITY ADDENDUM

## CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

DocuSigned by:

*Billie Jo Belcher*
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Billie Jo Belcher                    1/23/2023

Printed Name/Signature of Contractor Employee          Date

DocuSigned by:

*Billie Jo Belcher*
B91DD5AC1C024D5...

Billie Jo Belcher                    1/23/2023

Printed Name/Signature of Contractor Representative        Date

Organization and Title of Contractor Representative

Exhibit H

**CENTRALSQUARE**

## SALES ORDER

**Quote Number**: Q-148824 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.

**Statement of Work.** Services for the products purchased under this Sales Order shall be governed by the Statement of Work document attached to this Sales Order as Exhibit "B".

**Payment Terms.**

**Software Licenses**

100 % due on the Delivery Date*

**Subscription**

100 % due on the Delivery Date*

**Services**

50 % due on the delivery of the project plan and

schedule

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.

Payment due in full 35 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.

**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.

Exhibit H

# 0Exhibit

# A Quote

**Quote #:** Q-148824
**Primary Quoted Solution:** PSJ Enterprise
**Quote expires on:** March 23, 2024

**Quote prepared for:**
Jacob Woodard
Denver 911
12025 E. 45th Ave
Denver, CO  80239
(720) 913-2071

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 | TOTAL |
|---|---|---|---|---|
| 1. | CentralSquare Message Switch (OP) Annual Subscription Fee | 1 | 9,500.00 | 9,500.00 |
| 2. | Enterprise Common Identity Management (CIM) (OP) Annual Subscription Fee | 1 | 0.00 | 0.00 |
| | | | **Software Total** | 9,500.00 USD |

## WHAT SERVICES ARE INCLUDED?

| | DESCRIPTION | TOTAL |
|---|---|---|
| 1. | Public Safety Consulting Services - Fixed Fee | 7,995.00 |
| 2. | Public Safety Development Services - Fixed Fee | 39,000.00 |
| 3. | Public Safety Project Management Services - Fixed Fee | 6,630.00 |
| 4. | Public Safety Technical Services - Fixed Fee | 24,570.00 |
| | **Services Total** | 78,195.00 USD |

Exhibit H

## QUOTE SUMMARY

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| | | |
|---|---|---|
| | **Software Subtotal** | $9,500.00 USD |
| | **Services Subtotal** | 78,195.00 USD |
| | **Quote Subtotal** | 87,695.00 USD |
| | **Discount** | - $0.00 USD |
| | **Quote Total** | **87,695.00 USD** |

## WHAT ARE THE RECURRING FEES?

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Exhibit H

| TYPE | AMOUNT |
|---|---:|
| FIRST YEAR MAINTENANCE TOTAL | 0.00 |
| FIRST YEAR SUBSCRIPTION TOTAL | $9,500.00 |

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.  Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

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 35 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.

Exhibit H

# Attachment A

### Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client 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 Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

   If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.

3. **Termination of Access Rights.** Upon termination of this Quote, (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.

4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, 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 audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Exhibit H

# Attachment B

# Statement of Work
(Attached)

**CENTRALSQUARE**

# Summary of Services

### Project: Denver 911, CO – Enterprise CIM and Message Switch Direct Integration

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

### Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

### 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.

### 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-Premise 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 Section 5.5.6 of 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.

### Services Scope of Project

The project includes the following scope of services to include:

- The implementation of CIM and its integration with CAD and Mobile.
- The Implementation of Message Switch Direct Integration.
- Refactor the Versaterm Mobile Interface to integrate with CIM.

### Refactoring Versaterm Mobile Interface

CentralSquare Engineering will update the Versaterm Mobile Interface to integrate with CIM. An overview of the development effort included in the Functional Description Document (FDD) attached: "FDD- Denver 911 Versaterm Mobile Interface CIM FINAL.pdf"

### CIM and Message Switch Direct Integration

The project includes the following scope of services:

**Phase I:**

**Discovery call between Agency Personnel, Project Manager, Technical Services and Consultants.**

**Development of project plan and schedule.**

**CIM Installation:**

- Installation Services to install or verify CIM and Message Switch on virtual machines provided by the agency for Production and Test\Training Instances.
- Installation services to integrate CIM with CAD, Message Switch and Mobile
- Technical Services to refresh the Test\Training System from Production

**CIM Configuration in Test\Training:**

- Configuration in CIM with the client including CIM role definitions and populating the user AD spreadsheet for import.
- CIM configuration with the client of Agencies, Jurisdictions, Divisions (CAD), Battalions (CAD) and Roles
- Mapping of CAD Functionality Groups to CIM Roles. Linking the role mappings within CIM.
- Active Directory Integration for each Active Directory Domain which is to be integrated with CIM.
- Configuring CIM External Servers (if used)
- User Transfer into CIM based on AD Security Group Associations (if Active Directory is used. Client to validate AD Groups)
- Linking Users to CIM Roles (based on AD Security Group Associations/or manually within CIM)
- CIM Integration with CAD\Mobile\Browser\Field Ops
  - Importing\Associating CAD Users with CIM Users, and correct CIM role association.
  - May entail manual cleanup of CIM roles after automated process.
  - Mobile form configuration per subagency (if Mobile is used)
- Enabling CIM Forgot Password link (if AD is not used for any or all users)
  - SMTP Configuration
- Testing and troubleshooting CIM authentication and structure.

**Training:**

- CIM Systems Administration Training class. This will be a remote two (2) hour class.

**Phase II:**

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**CIM Configuration in Production:**

The production configuration and deployment will duplicate the Test\Training configuration as much as possible with the associated savings in effort due to lessons learned in the initial phase.

- Configuration in CIM with the client including CIM role definitions and populating the user AD spreadsheet for import.
- CIM configuration with the client of Agencies, Jurisdictions, Divisions (CAD), Battalions (CAD) and Roles
- Mapping of CAD Functionality Groups to CIM Roles. Linking the role mappings within CIM.
- Active Directory Integration for each Active Directory Domain which is to be integrated with CIM.
- Configuring CIM External Servers (if used)
- User Transfer into CIM based on AD Security Group Associations (if Active Directory is used. Client to validate AD Groups)
- Linking Users to CIM Roles (based on AD Security Group Associations/or manually within CIM)
- CIM Integration with CAD\Mobile\Browser\Field Ops
  - Importing\Associating CAD Users with CIM Users, and correct CIM role association.
  - May entail manual cleanup of CIM roles after automated process.
  - Mobile form configuration per subagency (if Mobile is used)
- Enabling CIM Forgot Password link (if AD is not used for any or all users)
  - SMTP Configuration
- Testing and troubleshooting CIM authentication and structure.
- CIM Go Live with CAD, Mobile
  - The Go Live Procedure involves no downtime. However due to the CIM Transfer using automated System generated and calculated CIM Roles, there is Client-led manual effort involved in validating the user's role assignments post go live. A plan for this would be developed during the Test implementation.
- Post Go Live monitoring and troubleshooting.
- Post Go Live Refresh of Test\Training systems.

**Phase III:**

Note: Some items can proceed while Phase II is in progress

**Message Switch Configuration**

- Migration from Records Check\Proxy to Message Switch in Test\Training (If Test\Training Message Switch present)
  - Build out new forms.
  - Build out PowerLine Commands.
  - Disconnect Proxy in Test (if present).
  - Shut down Proxy in Test (if present).
  - Test forms and PowerLine Commands with Client.
- Migration from Records Check\Proxy to Message Switch in Production
  - Apply new forms to Production.
  - Apply new PowerLine commands to production.
  - Disconnect Proxy.
  - Shut down Proxy.

o   Test forms and PowerLine Commands with Client.

**Phase IV:**

**Documentation and hand off**

- Document new configurations in CentralSquare secure documentation
- Document versions in CentralSquare versioning system
- Hand off meeting between Project Manager, Services staff associated with the project and Customer Support to include CAD Support Team.

**Project Closure:**

- Client to sign Project Completion TCR (Task Completion Report)

## Assumptions and Client Responsibilities

- It is assumed that the Cad custom interface "*Versaterm RMS Proxy Silent Dispatch*" does not require reconfiguration or development effort to ensure its compatibility with either CIM or Message Switch.
- The standard CO Transactions (Message Keys) will be deployed, and these are detailed in Appendix A. Additional Transactions (Message keys) will require licensing and services to deploy.
- This effort does not include the recreation of any custom Proxy/Records Check connections, providers, third party systems (other than the State) in the Message Switch. Any custom Providers would need to be developed at additional cost with a Change Order, at CentralSquare's discretion.
- The addition of Message Switch Direct Integration has the installation and CAD integration with Common Identity Management (CIM) as a pre-requisite.
- Message Switch Direct Integration and CIM will have minimum version requirements for some suite products. CentralSquare will advise on under maintenance upgrades which must take place before integration takes place.
- SMTP Server integration for non-AD logins to allow a change password request requires a login and password to the SMTP server. Anonymous access cannot be used.
- CIM integration with a CAD Web Browser which is publicly accessible will require the use of a fully qualified domain name with a public certificate for the browser and CIM for security purposes.

## Appendix A – State of CO Default Message Switch Transactions

| Category | Message Key | Transaction Name |
|---|---|---|
| AdminOther | NDN | Nics Denial Notification |
| AdminOther | NDO | Nics Denial Overturned Notification |
| AdminOther | QDP | Nics Denied Person Inquiry By Agency Record Identifier |
| AdminOther | QDP | Nics Denied Person Inquiry By Nics Record Number |
| AdminOther | QND | Nics Denied Person Inquiry By Name |
| AdminOther | QND | Nics Denied Person Inquiry By NCIC Number |
| AdminOther | QND | Nics Denied Person Inquiry By NTN Number |
| AdminOther | QNP | Nics Initial Inquiry |

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| AdminOther | QNR | Nics Follow Up Inquiry By DCI Number |
|---|---|---|
| AdminOther | QNR | Nics Follow Up Inquiry By FBI Number |
| AdminOther | QNR | Nics Follow Up Inquiry By NCIC Number |
| AdminOther | QNR | Nics Follow Up Inquiry By NICS Record Index Number |
| AdminOther | QNR | Nics Follow Up Inquiry By NICS Transaction Number |
| Article | XAA | Group Article Cancel |
| Article | XA | Single Article Cancel |
| Article | XLAA | Group Article Cancel - Lost |
| Article | XLA | Single Article Cancel - Lost |
| Person | XGMN | Gang Supplemental Cancel |
| Person | XGM | Gang Cancel |
| Gun | XFG | Felony Gun Cancel |
| Gun | XG | Stolen Gun Cancel |
| Gun | XLG | Lost Gun Cancel |
| Gun | XRG | Recovered Gun Cancel |
| Person | XID | Identity Theft Cancel |
| Person | XIN | Identity Theft Supplemental Cancel |
| AdminOther | XII | Investigative Interest Cancel |
| Person | XMPN | Person With Information Supplemental Cancel |
| Person | XMP | Person With Information Cancel |
| Article | XSS | Serialized Securities Cancel |
| Article | XS | Single Security Cancel |
| Vehicle | XB | Stolen Boat Cancel |
| Person | XCNS | Stolen Fraudulent Identifiers Cancel |
| Person | XCN | Supervised Release Supplemental Cancel |
| Person | XC | Supervised Release Cancel |
| Vehicle | XP | Vehicle Boat Part Cancel |
| Article | CAA | Group Article Clear |
| Article | CA | Single Article Clear |
| Article | CLAA | Group Article Clear - Lost |
| Article | CLA | Single Article Clear - Lost |
| AdminOther | CRBD | Benefits And Effectiveness After Clear - Person |
| AdminOther | CRBD | Benefits And Effectiveness After Clear - Property |
| Gun | CFG | Felony Gun Clear |
| Gun | CG | Stolen Gun Clear |
| Gun | CLG | Lost Gun Clear |
| Gun | CRG | Recovered Gun Clear |
| Vehicle | CL | Stolen License Plate Clear |
| Person | CM | Missing Person Clear |

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| Article | CSS | Serialized Security Clear |
|---|---|---|
| Article | CS | Single Security Clear |
| Vehicle | CB | Stolen Boat Clear |
| Person | CC | Supervised Realease Clear |
| Vehicle | CP | Vehicle Boat Part Clear |
| Vehicle | CV | Vehicle Clear |
| Article | EAA | Group Article Entry |
| Article | EA | Single Article Entry |
| Article | ELAA | Group Article Entry - Lost |
| Article | ELA | Single Article Entry - Lost |
| Person | EGMN | Gang Supplemental Entry |
| Person | EGM | Gang Entry |
| Person | EIDC | Identity Theft C Entry |
| Person | EID | Identity Theft Entry |
| Person | EIN | Identity Theft Supplemental Entry |
| Vehicle | EB | Stolen Boat Entry |
| AdminOther | EII | Investigative Interest Entry |
| Person | ED | Missing Person Dental Information Entry |
| Person | EMPN | Person With Information Supplemental Entry |
| Person | EMP | Person With Information Entry |
| Person | ECNS | Stolen Fraudulent Identifiers Entry |
| Person | ECN | Supervised Release Supplemental Entry |
| Person | EC-C | Supervised Release Entry - C |
| Person | EC | Supervised Release Entry |
| Person | CU | Clear Unidentified Person |
| Person | EUD | Enter Unidentified Body Deceased |
| Person | EUL | Enter Unidentified Living Person |
| Person | EUN | Enter Unidentified Person Supplemental Data |
| Person | EUV | Enter Unidentified Body Catastrophe Victim |
| Person | MU | Modify Unidentified Person |
| Person | XU | Cancel Unidentified Person |
| Vehicle | EP | Vehicle Boat Part Enter |
| Person | ED | Wanted Person Dental Information Entry |
| Article | LAA | Group Article Locate |
| Article | LLAA | Group Article Locate - Lost |
| Article | LLA | Single Article Locate - Lost |
| AdminOther | LRBD | Benefits And Effectiveness After Locate - Person |
| AdminOther | LRBD | Benefits And Effectiveness After Locate - Property |
| Vehicle | LB | Stolen Boat Locate |

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| Gun | LFG | Felony Gun Locate |
|---|---|---|
| Gun | LLG | Lost Gun Locate |
| Article | LSS | All Securities In A Group Locate |
| Article | LSS | One Or More Not All Securities In A Group Locate |
| Vehicle | LP | Vehicle Boat Part Locate |
| Vehicle | LF | Felony Vehicle Locate |
| Vehicle | LP | Vehicle Part Locate |
| Article | MAA | Group Article Modify |
| Article | MLAA | Group Article Modify - Lost |
| Article | MLA | Single Article Modify - Lost |
| Gun | ELGP | Lost Gun Entry - Hold For Latents |
| Gun | ERGP | Recovered Gun Entry - Hold For Latents |
| Gun | EFGP | Felony Gun Entry - Hold For Latents |
| Gun | EFG | Felony Gun Entry |
| Gun | ERG | Recovered Gun Entry |
| Gun | ELG | Lost Gun Entry |
| Gun | EG-P | Stolen Gun Entry - Hold For Latents |
| Gun | EG | Stolen Gun Entry |
| Vehicle | EL | Stolen License Plate Entry |
| Article | ESS | Serialized Security Entry |
| Article | ES | Single Security Entry |
| Person | EN | Wanted Person Supplemental Record Entry |
| Article | LA | Single Article Locate |
| Gun | LG | Stolen Gun Locate |
| Vehicle | LL | Stolen License Plate Locate |
| Article | LSS | Serialized Security Locate |
| Article | LS | Single Security Locate |
| Vehicle | LV | Vehicle Locate |
| Article | MA | Single Article Modify |
| Person | MGM | Gang Modify |
| Gun | MFG | Felony Gun Modify |
| Gun | MLG | Lost Gun Modify |
| Gun | MRG | Recovered Gun Modify |
| Gun | MG | Stolen Gun Modify |
| Person | MID | Identity Theft Modify |
| Vehicle | ML | Stolen License Plate Modify |
| Person | MD | Missing Person Dental Information Modify |
| Person | MMP | Person With Information Modify |
| Article | MSS | Serialized Security Modify |

| Article | MS | Single Security Modify |
|---|---|---|
| Vehicle | MB | Stolen Boat Modify |
| Person | MC | Supervised Release Modify |
| Vehicle | MP | Vehicle Boat Part Modify |
| Person | MD | Wanted Person Dental Information Modify |
| Person | AQ | Criminal History Admin Inquiry |
| Person | FQ | Criminal History Follow Up Inquiry |
| Person | IQ | Criminal History Initial Inquiry |
| Person | QGG | Gang Reference Inquiry |
| AdminOther | QI | One Crime Inquiry |
| Person | QID | Identity Theft Inquiry |
| Person | QMNI | Criminal History Master Name Index Inquiry |
| AdminOther | QO | ORI Details Inquiry |
| Person | QRI | Criminal History By FBI Inquiry |
| AdminOther | ZO | ORI Name Inquiry |
| Person | QU | Unidentified Person Inquiry |
| Person | QM | Missing Person Inquiry |
| Person | ZU | Unidentified Person Inquiry (Test) |
| Person | ZM | Missing Person Inquiry (Test) |
| Person | AR | Out Of State Criminal History Response |
| Person | CW | NCIC Wanted Person Clear |
| Person | QPO | Protection Order Inquiry |
| Person | ZWA | Wanted Person Inquiry - All (Test) |
| Person | ZW | Wanted Person Inquiry (Test) |
| Vehicle | ZV | Stolen or Felony Vehicle Inquiry (Test) |
| Article | ZS | Single Security Inquiry (Test) |
| Gun | ZG | Gun Inquiry (Test) |
| Vehicle | ZB | Boat Inquiry (Test) |
| Article | ZA | Single Article Inquiry (Test) |
| Person | EMVC | Missing Person Victim Caution Entry |
| Person | EMOC | Missing Person Other Caution Entry |
| Person | EMJC | Missing Juvenile Caution Entry |
| Person | EMIC | Missing Person Involuntary Caution Entry |
| Person | EMEC | Missing Person Endangered Caution Entry |
| Person | EMDC | Missing Person Disability Caution Entry |
| Person | EMO | Missing Person Other Entry |
| Person | EMV | Missing Person Victim Entry |
| Person | EMI | Missing Person Involuntary Entry |
| Person | EME | Missing Person Endangered Entry |

| Person | EMD | Missing Person Disability Entry |
|---|---|---|
| Vehicle | EV-A | Stolen Vehicle Armed Occupant Entry |
| Vehicle | EV-F | Stolen Vehicle Hold For Latents/Armed Occupant Entry |
| Vehicle | EV-P | Stolen Vehicle Hold For Latents Entry |
| Vehicle | EV | Stolen Vehicle Entry |
| Person | ET-C | Temporary Wanted Person Caution Entry |
| Person | EW-C | Wanted Person Caution Entry |
| Person | EWJ-C | Wanted Juvenile Caution Entry |
| Person | EMJ | Missing Juvenile Entry |
| Person | EWJ | Wanted Juvenile Entry |
| Person | EM | Missing Person Entry |
| Person | ET | Temporary Wanted Person Entry |
| Person | QWA | Wanted Person Inquiry - All |
| Person | EW | Wanted Person Entry |
| Article | QA | Single Article Inquiry |
| Vehicle | QB | Boat Inquiry |
| Gun | QG | Gun Inquiry |
| Person | QH | III Criminal History Record Inquiry |
| Person | QR | Full III Criminal History Record Inquiry |
| Article | QS | Single Security Inquiry |
| Vehicle | QV | Stolen or Felony Vehicle Inquiry |
| Person | QW | Wanted Person Inquiry |
| Person | QGM | Gang Member Inquiry |
| Person | QWI | Wanted Person Inquiry - III |
| AdminOther | QII | Image Inquiry |
| Vehicle | EB-A | Stolen Boat Armed Occupant Entry |
| Vehicle | EB-F | Stolen Boat Hold For Latents/Armed Occupant Entry |
| Vehicle | EB-P | Stolen Boat Hold For Latents Entry |
| AdminOther | | OFML Free Form Transaction |
| AdminOther | ACQ | Nlets Prism Carrier Status Inquiry |
| AdminOther | AVQ | Nlets Prism Vehicle Status Inquiry |
| AdminOther | CPQ | Nlets Corrections Photo By Corrections Number Inquiry |
| AdminOther | CPQ | Nlets Corrections Photo By Name and DOB Inquiry |
| AdminOther | CPQ | Nlets Corrections Photo By OLN Inquiry |
| AdminOther | CPQ | Nlets Corrections Photo By SID Number Inquiry |
| AdminOther | CPQ | Nlets Corrections Photo By SSN Inquiry |
| AdminOther | FGQ | Nlets Interpol Gun Follow-Up Inquiry |
| AdminOther | FPQ | NLETS Interpol Persons Follow-Up Inquiry |
| AdminOther | FQC | Nlets International Fuel Tax Transaction Inquiry |

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| AdminOther | FTQ | Nlets Interpol Travel Documents Follow-Up Inquiry |
|---|---|---|
| AdminOther | FVQ | Nlets Interpol Vehicle Follow-Up Inquiry |
| AdminOther | GVQ | Nlets VIN Check Inquiry |
| AdminOther | IGQ | Nlets Interpol Gun Initial Inquiry |
| AdminOther | IPQ | Nlets Interpol Person Initial Inquiry |
| AdminOther | ITQ | Nlets Interpol Travel Documents Initial Inquiry |
| AdminOther | IVQ | Nlets Interpol Vehicle Initial Inquiry |
| Vehicle | JQ | Query Aircraft Tracking |
| Vehicle | LE | Stolen Vehicle Recovery Network Notification |
| Article | CAQ | NLETS Canadian Article File Query |
| AdminOther | PAQ | Nlets Person Probation/Corrections/Parole all Inquiry |
| AdminOther | PBQ | Nlets Person Probation Inquiry |
| AdminOther | PCQ | Nlets Person Corrections Inquiry |
| AdminOther | RCQ | Nlets Railroad Crossing Inquiry |
| AdminOther | SOQ | Nlets Sex Offender Inquiry |
| AdminOther | CPQ | Nlets Corrections Photo By FBI Number Inquiry |
| AdminOther | SWQ | Nlets State Warrant By FBI Number Inquiry |
| AdminOther | SWQ | Nlets State Warrant By Misc Number Inquiry |
| AdminOther | SWQ | Nlets State Warrant By Name and DOB Inquiry |
| AdminOther | SWQ | Nlets State Warrant By OLN Inquiry |
| AdminOther | SWQ | Nlets State Warrant By SSN Inquiry |
| Person | YQPO | NLETS Hit Confirmation Request For Protective Order |
| Article | YQSA | NLETS Hit Confirmation Request For Stolen Article |
| Person | YQMP | NLETS Hit Confirmation Request For Missing Person |
| Person | YQWP | NLETS Hit Confirmation Request For Wanted Person |
| Vehicle | YQSL | NLETS Hit Confirmation Request For Stolen License Plate |
| Vehicle | YQSP | NLETS Hit Confirmation Request For Stolen Part |
| Vehicle | YQSV | NLETS Hit Confirmation Request For Stolen Or Felony Vehicle |
| Vehicle | YQSB | NLETS Hit Confirmation Request For Stolen Boat |
| Article | YRSA | NLETS Hit Confirmation Response For Stolen Article |
| Vehicle | YRSB | NLETS Hit Confirmation Response For Stolen Boat |
| Gun | YRSG | NLETS Hit Confirmation Response For Stolen Gun |
| Vehicle | YRSL | NLETS Hit Confirmation Response For Stolen License Plate |
| Vehicle | YRSP | NLETS Hit Confirmation Response For Stolen Part |
| Vehicle | YRSV | NLETS Hit Confirmation Response For Stolen Or Felony Vehicle |
| Person | YRWP | NLETS Hit Confirmation Response For Wanted Person |
| Person | IAQ | NLETS Immigration Alien Query |
| Gun | CWQ | NLETS Concealed Weapons Permit Query |
| Person | FQ | NLETS Full Criminal History Query |

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| Person | IQ | NLETS Criminal History Identity Query |
|--------|------|-----------------------------------------|
| Vehicle | GQ | Query Aircraft Registration |
| AdminOther | LEOFA | Law Enforcement Officer Flying Armed NLETS Message |
| Vehicle | VQ | NLETS Canadian Vehicle File Query |
| Person | WQ | NLETS Canadian Person File Query |
| Vehicle | XQ | NLETS Canadian Vehicle Registration Query |
| AdminOther | TQ | ORION File Query |
| Vehicle | MQ | Hazardous Materials Query |
| Vehicle | SQ | NLETS Snowmobile Registration Query |
| Vehicle | BQ | Query Boat Registration |
| Person | DNQ | NLETS Driver History Query By Name Only |
| Person | DQG | NLETS Regional Driver Record Query |
| Person | DQ | NLETS Driver Record Query |
| Person | KQ | NLETS Driver History Query |
| Vehicle | RNQ | NLETS Vehicle Registration Query By Name Only |
| Vehicle | RQG | NLETS Regional Vehicle Registration Query |
| Vehicle | RQ | NLETS Vehicle Registration Query |
| Person | UQ | NLETS Canadian Driver Record Query |
| Person | EMC | Missing Person Caution Entry |
| AdminOther | QCI | Crime Index Query |
| AdminOther | ECI | Economic Crime Index Entry |
| Vehicle | LJCK | LoJack Vehicle Inquiry |
| AdminOther | LOGOFF | LOGOFF Query |
| AdminOther | LOGON | LOGON Query |

**MORE INFORMATION AT CENTRALSQUARE.COM**

# Enterprise CAD
# Versaterm Mobile Interface
# – CIM Integration

## Functional Description Document

*Denver, CO 911*

*Public Safety and Justice*

# Contact Us

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## Documentation

The Documentation team maintains this document.
To contact the Documentation team, email documentation@centralsquare.com.

## Connect Community

To access additional documentation, articles, and forums, visit community.centralsquare.com.

## Education and Training

To contact the Customer Education team, email csu@centralsquare.com or call (800) 727-8088.
To find continuing education opportunities, visit train.superion.com/csu.

## Support

To access the Customer Support Portal, visit support.centralsquare.com.
To contact the Support team, call (888) 663-7877.

# Contents

# 1 Revisions

| Date | Version | Description | Author |
|---|---|---|---|
| 09/25/23 | 1 | Document creation and initial draft | Jimmy Jones |
| 09/26/23 | 2 | Final | Jimmy Jones |

## 2 Overview

CentralSquare will enhance the Versaterm Mobile Interface with Enterprise CAD to include the ability for sign on from the Versaterm Mobile platform and validate credentials via CIM (Common Identity Management) platform, which will meet the Operational Scenario Document (OSD) requirements.

**Assumptions**

1. To include the desired integration with CIM, additional product modifications to the Versaterm Mobile Interface will be required.

2. CIM will be configured with the necessary configurations and connections points.

3. This Functional Description Document (FDD) only covers interaction with CAD and CIM through the Versaterm Mobile.

4. Versaterm will be responsible for any product modifications for their mobile client.

5. Any additional connection or integration information will be provided to CentralSquare for testing the interfaces (i.e., sample environments, security passkeys, etc.).

**CentralSquare Responsibilities**

1. CentralSquare will provide the login method to be submitted through the Versaterm mobile computer and validated against credentials established in CIM.

2. CentralSquare will log the validation of the credentials being passed from the Versaterm mobile computer for all approved and unapproved access requests.

3. CentralSquare is responsible for providing an Operational Specification Document (OSD) that must be approved by the client 10 days from the delivery of documentation.

   Note: This is a pre-requisite for development.

4. CentralSquare is responsible for configuring the interface as required to operate in the client environment.

5. CentralSquare is responsible for completing the installation, training, and support remotely.

**Denver, CO 911 Responsibilities**

1. Provision networking and server requirements as defined by CentralSquare and complete the necessary testing for the CIM implementation.

2. Customer will be responsible for any Versaterm Mobile modifications needed for any integrations with CIM such as Azure Federated AD.

3. The agency will coordinate any additional third-party testing or development requirements with Versaterm.

4. Upgrade the production environment to the CAD version which includes the necessary development work for the CIM Integration.