

End User License Agreement

This End User License Agreement (“EULA”) is entered into by and between CentralSquare Technologies LLC (“CentralSquare”), a Foreign Limited Liability Company, registered to do business in the State of Florida with its principal place of business 1000 Business Center Dr. Lake Mary, FL 32746-5585, and the City of North Port, FL (“Client”) with its principal place of business at 4970 City Hall Blvd, North Port, FL 34286 . This Agreement sets forth the terms and conditions for license and use of software. **CLIENT’S SIGNATURE BELOW, OR CLIENT’S FIRST USE OF THE LICENSED SOFTWARE, SHALL CONSTITUTE CLIENT’S ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT. NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY CENTRALSQUARE.**

1. License

1.1 License; Access

Subject to the terms and conditions set forth herein, CentralSquare hereby grants to the Client, and the Client accepts, subject to the terms and conditions of this EULA, and provided that the applicable license fees set forth in the applicable invoice are paid in full, a nonexclusive, non-transferable, fully paid up, royalty free, right to license and use CentralSquare’s Enterprise public safety software suite (“Software”), in object code format. Client shall not, or allow any third party to (a) sell, rent, distribute, or sublicense the Software, (b) modify or adapt the Enterprise Software, or (c) translate, decompile, disassemble, analyze, or reverse engineer, or create any derivative work of or cop of the Enterprise Software.

Subscription Access. Client is purchasing subscription priced software under this EULA. 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 EULA. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this EULA.

Annual subscription fees are invoiced upon go-live and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year. If customer terminates this EULA 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.

1.2 Restrictions on Usage

The Client shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server on which the Software operates or the CentralSquare database except as provided for in documentation of this Agreement.

The Client shall not access any Server Hardware on which the Software operates except as provided in documentation of this Agreement or cause any software except the Software provided under this EULA to be installed on or executed on the Server Hardware.

Client acknowledges that the Software and its associated documentation furnished with the Software (the “Confidential Information”) constitute the trade secrets and proprietary information of CentralSquare. Client shall hold the Confidential Information in strict confidence and shall not disclose it to third parties except as necessary to exercise the licenses granted hereunder or as legally required. Without limiting the generality of the foregoing, Client shall use reasonable means, not less than those used to protect its own trade secret and proprietary information, to safeguard the Confidential Information. Client shall not attempt, or authorize or permit others to attempt, to imitate the Software using the Confidential Information or any part thereof, or to reverse engineer the Software by any method, now known or later discovered. Nothing in this EULA shall be construed as granting to Client any title to the Software, or CentralSquare trademarks or tradenames.

2. Copyright and Trademark Infringement

CentralSquare represents and warrants that the Software, when used in accordance with this Agreement, does not infringe the copyrights, patents, trade secrets or trademarks (collectively “Intellectual Property Rights”) of any third party. In the event of a claim, allegation, action or proceeding (collectively “Claim”) brought against Client alleging infringement by the Software of the Intellectual Property Rights of a third party, CentralSquare will at its expense defend, indemnify and hold harmless Client against such Claim, and damages, costs, liabilities and expenses (including court costs and reasonable attorneys’ fees) suffered or incurred in connection with such Claim, except for Client’s attorney’s fees if Client chooses to participate in the defense of such Claim), provided that Client promptly notifies CentralSquare of such Claim and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest such Claim, (ii) settle such Claim, (iii) procure for Client the right to continue using the Software, and/or (iv) modify or replace the Software so that it no longer infringes (while maintaining substantially equivalent functionality and performance to that described in the user documentation). Client may participate in the defense of such Claim at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, or Client’s use of the Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in respect of such Claim, or any temporary injunction restricting Client’s use of the Software is in effect and has not been lifted within 90 days, the license granted in this EULA shall terminate upon the earlier of written notice from CentralSquare to Client, the date when the permanent injunction issues, or written notice from Client to CentralSquare terminating the license due to the continued application of the temporary injunction for 90 days or more. In the event of termination of this EULA due to an uncured Claim, CentralSquare shall refund to Client the fees paid for the use of the Software, less a prorated portion of such fees for the Client’s use of the Software. Any refund shall be conditioned upon Client executing and delivering a release and waiver, in form and substance satisfactory to CentralSquare, releasing CentralSquare and its authorized reseller from any and all further liability and claims in respect to the Software. This Section 2 states the entire obligation of CentralSquare, and Client’s sole redress, regarding infringement by the Software of Intellectual Property Rights, and it will survive the termination of this EULA.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2 with respect to,

and Client shall not bring an action against CentralSquare for indemnification or other causes of action with respect to, any Claim to the extent arising from or related to infringements (i) by third-party equipment or third-party operating system software upon or with which the licensed Software operates, (ii) arising out of modifications to the licensed Software not made by or under the direction or authorization of CentralSquare, (iii) resulting from use of the licensed Software to practice any method or process which does not occur wholly within the licensed Software, unless designed by CentralSquare to do so, or (iv) resulting from modifications to the licensed Software prepared pursuant to specifications or other material furnished by or on behalf of Client.

3. Term and Termination

This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of twelve (12) months (“Initial Term”) unless the Agreement is otherwise terminated as set forth herein. If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Client terminates this Agreement for convenience during any Renewal Term, Client shall not be entitled to any form of refund for any pre-paid fees.

At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a “Renewal Term”), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the “Term”.)

Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) either party breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after the receipt of written notice of the same, or (iii) without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.

If Client’s scheduled payment or any other amount due and owing by Client to CentralSquare is delinquent, CentralSquare may, in its sole discretion, immediately terminate or suspend all or any portion of the software support and services forty-five (45) days after the date payment is due.

Upon the effective date of expiration or termination of this Agreement: (i) CentralSquare will immediately cease providing Client with any services it is providing and any other applicable component of the services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to CentralSquare any and all monies that are owed by the Client to CentralSquare under this Agreement for the services furnished up to the effective date of the Agreement’s termination or expiration; (iv) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination including the right to accessed software; and (v) Client will cease using such software and at CentralSquare’s direction return or destroy the software and any supplemental confidential information or documentation.

Client shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this EULA, the systems, books and records necessary to accurately reflect

compliance with software access and the use thereof under this EULA. Upon request, Client shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Client'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 Client's use of the Software to monitor compliance with this EULA no more than once per year. If an audit reveals that Client has exceeded the restrictions on use or non-compliance with this EULA, Client shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Client to CentralSquare of any underpayment.

Upon CentralSquare's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the software, CentralSquare may, without incurring any liability, temporarily suspend or discontinue the license granted to software and/or support services pending investigation and resolution of the issue or issues involved.

If all or any components of the software license or support services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the software license or support services be restored, CentralSquare has the sole and absolute discretion whether or not to restore such license or support services; and further, any such restoration shall be conditioned upon CentralSquare's receipt of all fees due and owing hereunder.

In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant hereof. Within thirty (30) days of termination or expiration of the Agreement, CentralSquare shall remove and destroy Client's data. CentralSquare will not return the data to the Client as the Client still retains the source data.

3.1 Additional Agency Term

Client will be part of the Sarasota County system (hereinafter the "host agency"). CentralSquare may immediately terminate this EULA if the Software License and Service Agreement is not in full force and effect between CentralSquare and the host agency. If termination of this EULA occurs for this reason, CentralSquare will work in good faith with Client to develop and negotiate a new contract.

4. Licensed Software and Support

Please refer to Exhibit A – Pricing Detail for the list of licenses being acquired by Client as part of the Agreement.

For all software licensed under this EULA and residing on the host agency's server(s)/system, implementation and support of such software will be in accordance with the provisions of the host agency's Software License and Service Agreement.

5. Limitation of Liability

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY CENTRALSQUARE AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL CENTRALSQUARE BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRALSQUARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

- C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK.

- D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRALSQUARE'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.

- E. IN NO EVENT SHALL CENTRALSQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

6. Indemnification

To the extent allowable by law, Client shall indemnify and hold harmless CentralSquare from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by CentralSquare.

TO THE EXTENT PERMITTED BY FLORIDA LAW, CENTRALSQUARE ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF CENTRALSQUARE, OR CONSULTANT'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT CENTRALSQUARE MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY CENTRALSQUARE IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.

NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28.

7. General Terms

This EULA represents the entire agreement between the parties hereto and a final expression of their agreements with respect to the licensed Software, and supersedes all prior written agreements, oral agreements, representations, descriptions, understandings or negotiations with respect to the matters covered by this EULA. If any term, provision, condition or covenant of this EULA is held to be invalid, void or unenforceable, the rest of the EULA shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No amendment to this EULA shall be effective unless it is in writing and signed by Client and an authorized officer of CentralSquare. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a

breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach. Neither this EULA nor any rights or obligations hereunder shall be assigned or otherwise transferred by Client without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, conditioned or delayed. This EULA shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this EULA except as provided hereinabove. A facsimile of this EULA and its exhibit(s) may be used as an original.

The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

All notices required to be given under this EULA shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by overnight delivery using a nationally recognized express carrier (e.g., UPS, FedEx, or USPS), (iii) by facsimile or email followed immediately by first-class mail or overnight delivery, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing pursuant to (i) above, or one (1) business day after full compliance with (ii), (iii) or (iv) above. As used herein, a "business day" shall mean a weekday other than a U.S. federal holiday.

For City of North Port, Florida:
City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286

with a copy to:
City of North Port, Florida
Attn: City Attorney
4970 City Hall Blvd.
North Port, Florida 34286

Force/Majeure. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

1. A strike or work stoppage, unless caused by a negligent act or omission of any Party;
2. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
3. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
4. A declared emergency of the federal, state, or local government; or
5. Any other like event that is beyond the reasonable control of the non-performing party;

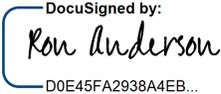
then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

6. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the

means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

7. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
8. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
9. The non-performing party uses all reasonable diligence to remedy its inability to perform.

Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. CentralSquare shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

City of North Port, FL	CENTRALSQUARE TECHNOLOGIES, LLC
4970 City Hall Boulevard North Port, FL 34286 Attn: E-mail: Fax:	1000 Business Center Drive Lake Mary, FL 32746 Attention: E-mail: Fax: 888.477.5591
Accepted by (signature):	Accepted by (signature): 
Printed Name: A. JEROME FLETCHER II, ICMA-CM, MPA	Printed Name: Ron Anderson
Title: CITY MANAGER	Title: Chief Revenue Officer
Date:	Date: 2/11/2025

ATTEST

 HEATHER FAUST, MMC
 CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

 MICHAEL GOLEN, CPM
 INTERIM CITY ATTORNEY

Exhibit A

Software Licenses

[Quote Attached]



Quote prepared on:

January 15, 2025

Quote prepared by:

Nick Hempel

brian.hempel@centralsquare.com

Quote #: Q-110593

Primary Quoted Solution: PSJ Enterprise

Quote expires on: July 13, 2025

Quote prepared for:

Nick Herlihy

North Port Fire Department

4980 City Center Blvd

North Port, FL 34286

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

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	Enterprise Mobile Base Position (OP) Annual Subscription Fee - CONCURRENT	36	325.00		11,700.00
2.	Enterprise Mobile Mapping (OP) Annual Subscription Fee	45	100.00	- 900.00	3,600.00
Software Subtotal					16,200.00 USD
Discount					- 900.00 USD
Software Total					15,300.00 USD

QUOTE SUMMARY

Software Subtotal	16,200.00 USD
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Quote prepared on:
January 15, 2025

Quote prepared by:
Nick Hempel
brian.hempel@centralsquare.com

Quote Subtotal 16,200.00 USD

Discount - 900.00 USD

Quote Total 15,300.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	15,300.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

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

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.

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



Quote prepared on:

January 15, 2025

Quote prepared by:

Nick Hempel

brian.hempel@centralsquare.com

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

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

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

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

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred



Quote prepared on:

January 15, 2025

Quote prepared by:

Nick Hempel

brian.hempel@centralsquare.com

PURCHASE ORDER INFORMATION

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

Yes [] No []

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

PO Number: _____

Initials: _____

North Port Fire Department

Signature: _____

Name: _____

Date: _____

Title: _____



Quote prepared on:

January 15, 2025

Quote prepared by:

Nick Hempel

brian.hempel@centralsquare.com

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 B

Software Support

This Technical Support Addendum describes the terms and conditions relating to technical support that CentralSquare shall provide to Client during the Term of the Agreement.

- 1.1. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the County. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare shall provide the Client with the Update and related Documentation at no extra charge.
- 1.3. Releases. Client agrees to install and/or use any Release provided by CentralSquare within one year 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. CentralSquare shall provide to Client, 24/7 via toll-free phone number 833-278-7877. CentralSquare shall provide to Client, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Client and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Client shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Client must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access in accordance with the Remote Access Policy.

3. Website Support Portal

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Client the ability to resolve its own problems with access to CentralSquare's most current information. Client

will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Client by CentralSquare ("Nonqualified Product"). Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Client Responsibilities

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

- 5.1. In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:
- 5.2. Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 5.3. Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.4. Maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.5. 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;
- 5.6. Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.7. At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.8. Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 5.9. Reasonably ensure that the designated computer system is isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

Support Terms.

Support Response & Resolution

With respect to CentralSquare’s support obligations, CentralSquare will use diligent, commercially reasonable efforts to respond to notifications from Client relating to the Software with the following guidelines with the time period to be measured beginning with the first applicable hour occurring after CentralSquare’s receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a total system failure; meaning the Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and Client environment, CentralSquare has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported. A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning CentralSquare’s Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning the Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

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 Client 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 Client. Client must provide remote access to its facility in accordance with the CentralSquare Access Management Policy so that CentralSquare can perform the support obligations and/or services under this Agreement.

Exhibit C

CentralSquare Access Management 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.centalsquare.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.