

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of _____, **2023** (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of Ocala, FL** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with CRW Systems, Inc, a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the CRW Systems, Inc Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all CRW Systems, Inc Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the CRW Systems, Inc Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the CRW Systems, Inc Software products being replaced by this Agreement.

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

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

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

CentralSquare Technologies, LLC	City of Ocala
1000 Business Center Drive Lake Mary, FL 32746	110 SE Watula Avenue, Ocala, FL , 34471
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Approved as to Form and Legality:

William E. Sexton, City Attorney

Solution: PA Community Development Migration to Cloud

Upon the Go Live Date, the Customer's on-premise TRAKiT.Net license will terminate and the Customer's Cloud Community Development subscription will begin.

Term.

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

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

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

Fees.

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

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

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

- 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
- 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
- 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
- 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 1.8. **"Delivery"** means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
- 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
- 1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.
- 1.11. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
- 1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
- 1.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

- 1.14. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
- 1.15. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)
- 1.16. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.
- 1.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 1.18. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. **"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 Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 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. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be

accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.5. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.
- 2.6. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

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

CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section **Error! Reference source not found.**, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law (to include the Florida Public Records Act, Ch. 19, Florida Statutes), not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.
- 7.3. The parties acknowledge that Customer is a governmental entity obligated to comply with Florida's Public Records Act codified at Chapter 119, Florida Statutes (the "Act"). The extent that any provision of this Agreement conflicts with the Act, such terms shall be null and void and the Act shall control. If a request for public information is received by the Customer with respect to CentralSquare's confidential information, including but not limited to the CentralSquare software and documentation, that CentralSquare will be notified of such request and afforded the opportunity to oppose release (if necessary) in accordance with applicable Public Records laws or ordinances.
- 7.4.

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.
- 8.4. CentralSquare shall promptly notify the City of Ocala in writing within 72 hours upon becoming aware of any data breach or new vulnerability that may compromise the confidentiality, integrity, or availability of the City of Ocala's data. The notification must include detailed information about the nature of the breach or vulnerability, the potential impact on the City of Ocala's data and systems, and any remedial actions being taken or recommended by CentralSquare to address the situation.

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

- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from 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 virus or other malicious code.
- 10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

- 10.5. **Services Warranty.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.
11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **City of Ocala**
110 SE Watula Avenue, 3rd Floor
Ocala, FL 34471
Phone: 352-6298209
Email: notices@ocalafl.gov
Attention: Contracting Officer

12. **Force Majeure.**

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

13. **Indemnification.**

13.1. **CentralSquare Indemnification.** CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

- 13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault. Notwithstanding the foregoing, Customer's duty to indemnify is limited to the amount set forth in section 768.28, Florida Statutes, of \$200,000 per claim or judgment, and \$300,000 per incident or occurrence, inclusive of attorney's fees and costs. Nothing in this Agreement is intended to waive Customer's sovereign immunity under Florida law.
- 13.3. **"Claim"** in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

- 14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.
- 14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.
- 14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.
- 14.4. Customer may also terminate for convenience, in whole or in part, at any time by providing thirty (30) days written notice. 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 1, 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. Should Customer terminate for convenience, in whole or in part, any third-party asset, no pre-paid fees shall be returned, or pro-rated refund be given, for any remaining months on the then current term.

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

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
- 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.
- 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
- 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
- 15.5. **Return of Customer Data.** If Customer requests in writing at least ten (10) days prior to the 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.

- 15.6. **Deconversion.** In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
- 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.
16. **Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
17. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
- 17.1. **Good Faith Negotiations.** The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
- 17.2. **Escalation to Mediation.** If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
- 17.3. **Confidential Mediation.** The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 17.4. **Litigation.** If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction located in Ocala, Marion County, Florida.
18. **Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**
- 19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**
- 19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**
20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare

Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. **Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
26. **Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
27. **Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees 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 Affiliates 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.
29. **Order of Precedence.**
 - 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
 - 29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
 - 29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
 - 29.3. Incorporated Exhibits to this Agreement:
 - Exhibit 1:** Solution(s) and Services Fee Schedule
 - Exhibit 2:** Maintenance & Support
 - Exhibit 3:** CentralSquare Access Management Policy
 - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5:** Statement of Work

EXHIBIT 1
Solutions(s) and Services Fee Schedule

Quote #: Q-118566

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	AnalyticsNOW Cloud Annual Access Fee	1	7,500.00		7,500.00
2.	Community Development: Advanced Site SaaS Annual Subscription Fee	1	150,000.00	- 30,000.00	120,000.00
3.	eTRAKiT Credit Card API Annual Access Fee	1	2,500.00		2,500.00
4.	GIS Advanced Engine Subscription SaaS Annual Subscription Fee SaaS	1	5,500.00		5,500.00
5.	TRAKiT API for ProjectDox Annual Access Fee	1	1,200.00		1,200.00

Software Subtotal	\$166,700.00 USD
Discount	- 30,000.00 USD
Software Total	136,700.00 USD

SERVICES INCLUDED

	DESCRIPTION	TOTAL
1.	Community Development: Advanced SaaS Subscription Cloud Setup Fee	10,000.00
2.	Public Admin Travel & Living Estimate	9,200.00
3.	Public Administration Consulting Services - Fixed Fee	66,105.00
4.	Public Administration Data Conversion Services - Fixed Fee	42,120.00
5.	Public Administration Development Services - As Incurred	17,640.00
6.	Public Administration GIS Services - Fixed Fee	18,525.00
7.	Public Administration Project Management Services - Fixed Fee	32,175.00
8.	Public Administration Technical Services - Fixed Fee	8,970.00
9.	Public Administration Training Services - Fixed Fee	28,275.00

Services Subtotal	233,010.00 USD
Discount	- 33,571.50 USD
Services Total	199,438.50 USD

QUOTE SUMMARY

Software Subtotal	\$166,700.00 USD
Services Subtotal	233,010.00 USD
Quote Subtotal	399,710.00 USD
Discount	- \$63,571.50 USD
Quote Total	336,138.50 USD

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	\$136,700.00

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.

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1 st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

Payment Terms:**Subscriptions:**

- If applicable, Annual Subscription/Access Fees are due on the Go Live Date, and annually thereafter on the anniversary of the Go Live Date.
- Annual Subscription/Access Fees shall increase by 5% each year.

Services:

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

Hardware:

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

Licenses:

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

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:

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

Invoice Terms:

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

ANCILLARY FEES

- 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.
- To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest

rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Maintenance & Support

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

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

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

4. Exclusions from Technical Support Services

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

5. Customer Responsibilities

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

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

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

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

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

- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.
- 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
- 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
- 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

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

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have 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 defined resolution time.

9. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

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

10. 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.

11. Development Work. Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. Technology Life Expectancy. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

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

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

BeyondTrust

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

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

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

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

Securelink

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

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

Summation

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

EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/12/2022

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, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-22-23 INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Travelers Casualty And Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Co.	25615	INSURER B : Phoenix Insurance Company	25623	INSURER C : Travelers Property Casualty Company Of America	25674	INSURER D : Travelers Casualty And Surety Company	19038	INSURER E : AIG Specialty Insurance Company	26883	INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** ATL-005494481-00 **REVISION NUMBER:** 0

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		H-630-6S758660-COF-22	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		BA-6S783539-22-13-G	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP-6S801390	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N / A	UB-6S783668-22-13-G	08/31/2022	08/31/2023	☒ PER STATUTE ☐ OTH-ER 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		015930626	09/30/2022	08/31/2023	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)
 Evidence of Insurance

CERTIFICATE HOLDER

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

CANCELLATION

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

 AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

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EXHIBIT 5
Statement of Work

Implementation Statement of Work

Project: Ocala, FL – Community Development (Q-118566)

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

- **Project Start Date**

Parties agree the Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

Scope of Project

The project includes the CentralSquare core system Community Development as detailed in Appendix A of this SOW.

- **Services Scope**

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products, with all components delineated in the Agreement. Details related to the activities for each application included in this project can be found in Appendix A of this SOW.

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. CentralSquare's RACI Chart can be found in Appendix B of this SOW.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope, and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately addressed by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services. The Services aligned to implementation include Consulting, Technical and Installation, Data Conversion, and Training. The implementation methodology is a four-stage approach that includes:

Analysis: During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. Decisions related to configuration will be documented in the CentralSquare Decision Workbooks for each major product and delivered to the customer for review and concurrence. Where necessary, CentralSquare Data Conversion Specialists will meet with the data experts from the Customer and review the contracted elements for conversion. Deliverables during this stage include the Decision Workbooks for each product and the data mapping for conversion.

Configuration: Using the decisions documented in the Decision Workbooks during the Analysis stage, CentralSquare will begin work with the customer to configure the system. CentralSquare will also work with the customer functional experts, as needed, to configure interfaces and complete data conversion. All admin level workshops will be completed during the configuration stage of the project: Customer should ensure key project resources are available for consultation and workshops; and customer should be prepared to host training in adequate environments. Appendix A will define workshops specific to this project and deliverables as applicable during this stage.

Testing: It is expected there will be modifications to current customer processes to align to the functionality of the newly contracted products; as such, validation through appropriate reasonable testing at various stages is critical to a successful deployment. CentralSquare uses an iterative testing approach to ensure the configurations are properly set to achieve the desired outcomes. During the testing stage of the project, the project teams will work together to ensure workflows and business processes are aligned to the application functionality. Once testing is complete, application user training will begin (see the appendix for an overview of training included in this project). Deliverables during the testing stage include Test Plans and Go-Live Readiness assessments.

Deployment: Once the project passes the Go-Live Readiness assessment, final planning for Go-Live takes place. This will include completing end user training, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted. Deliverables during the deployment stage include a go-live plan, cutover schedule, and communications plan.

Professional Services

Consulting Services: Include both interactive and independent engagements with CentralSquare subject matter experts on the various applications and functions. Types of activities included in Consulting Services are customer workflow analysis, application workshops, and configuration assistance. Also included in the consulting activities are engagements aimed at supporting the customer with testing and go-live activities. More detail on the engagement related to Consulting Services related to this project can be found in Appendix A.

A successful consultation includes multiple platforms of learning and training; therefore, the customer will provide ample workspace in order to be successful in this type of engagement. Network connections, training facilities that include computers, projectors, Wi-Fi access, recommended network configurations in place, and scheduling considerations are imperative so that all who would benefit from collaboration and training may attend.

Technical Services: Provides technology consulting at the infrastructure layer including CentralSquare applications requirements for servers, operating systems, and other various supporting products like SQL and Active Directory. Technical Services are engaged in tasks related to interfaces and integration implementation configuration and knowledge transfer. Refer to Appendix A for contracted Technical Services.

Technical Services also includes activities related to hardware installation (as necessary) and the initial software installation of CentralSquare applications. This includes the services for the provisioning of additional environments for the contracted applications: application environments included in this contract are Production (Pre-Production during implementation), Training/Testing, and Data Conversion (where applicable).

- The Pre-Production environment will become the Production environment upon Go-Live. All activities related to configuration, testing, and training will take place in the Pre-Production environment. Prior to Go-Live, CentralSquare will scrub the Pre-Production environment of all training and testing data and prep for Production Go-Live.
- The Data Conversion environment will be provisioned to align with the Pre-Production environment. This environment will be used as a working/staging environment for data conversion activities during implementation. Once the data conversion activities are complete, the environment will be decommissioned.
- The Training/Test environment will be provisioned in the weeks leading up to Go-Live in an effort to minimize the additional work needed to keep environments aligned.

Once the Training/Testing environment has been completed, and the Production environment is live, the ongoing maintenance for configuration alignment between the two environments will be the responsibility of the Customer.

Communication

Project Status Cadence Meetings: Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues. Project Status and Issues/Risks Reporting: In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.

The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.

If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives.

Escalation to CentralSquare management is as follows:

Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.

Data Conversion Services: CentralSquare uses an iterative and collaborative approach to data conversion. This includes the initial data analysis, data mapping, and performing sample conversions for validation prior to executing the final conversion into Production. CentralSquare will provide training on the proper use of CentralSquare's data mapping tools to the customer's appropriate staff. CentralSquare consultants will work with the customer to ensure a thorough understanding of the validation requirements necessary to evaluate converted data for completeness and accuracy. Finally, CentralSquare Data Conversion Consultants will provide a final plan for converting data into the Production environment aligned to the Go-Live schedule and will review this plan with the appropriate customer staff.

For a successful data conversion, the customer will provide the necessary dataset in one of the following formats: SQL, Microsoft Excel, Microsoft Access, or delimited flat file. While CentralSquare will collaborate with the customer staff on the best practice approach to validation of converted data, it is ultimately the responsibility of the customer to ensure the validation is prioritized for timely completion and data is verified for accuracy. Up to three iterations of translation, conversion, and review are performed for each dataset; therefore, it is imperative to have sufficient time allotted for effective review at each iteration. Detailed documentation in writing will be required from the customer staff for any discrepancies or issues found during the data review. See Appendix A for the data conversion contracted for this project.

Training Services

Utilizing a global methodology for user training across all product lines ensures the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. Training sessions can occur through multiple vehicles such as live-online, e-learning on demand, and face-to-face classroom settings. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

CentralSquare provides a hands-on, interactive approaches to user training: End-User and Train-the-Trainer.

- End-Users are defined as employees who will access the application(s) on a regular basis to perform their daily activities. End-User classes incorporate various functions based on realistic scenarios focused on process using the applications inherent tools to ensure productive use of the system at and after Go-Live. Topics in End-User courses will include data entry, searching, reporting, and application navigation.
- Train-the-Trainer courses are designed to prepare the Customer's trainers to conduct End User training. CentralSquare uses a teach and teach-back approach for Train-the-Trainer to allow for our Consultants to evaluate the Trainer's knowledge and ability to convey methodology appropriate to the use of the CentralSquare applications.

Successful trainings rely on the customer to dedicate assigned personnel to attend sessions limiting the interruptions of normal work duties. To ensure training is most successful the Customer will provide appropriate classrooms, facilities, connectivity (networks and lines to data terminals), devices with system software installed, and related equipment/materials to support each training class. With a hands-on and interactive approach to training, every effort should be made to include one full-function workstation per student, one full-function workstation for the instructor, necessary projection equipment, a whiteboard, and network connectivity. Every attendee should have the prerequisite skill sets, operations knowledgebase, and dedicated time to complete follow-up tasks after the completion of the training. See Appendix A for an overview of End-User training associated with this project.

APPENDIX A: Application Deployment Strategies

PRODUCT: COMMUNITY DEVELOPMENT

Analysis:

To begin, we jointly perform a comprehensive analysis of your current state processes related to core system functionality. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
Business Process Review	Consultant meets with different areas of Community Development reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to that area within Community Development. Deliverable: Community Development Formal BPR Report and Recommendations.
Workbook Introduction	The consultant will introduce and walk through the workbooks which will be used to capture the existing state of the client's applicable Community Development modules.
Data Migration Mapping	The consultant will work closely with the agency's legacy data expert, to review the source data and map it to the proper target data field in Community Development

Monitor & Control:

During this phase, the consultant has become familiar with your configuration requirements, processes, and current workflows. With this knowledge, we will deliver your configured system and converted legacy data into your new pre-production environment. Next, our consultant will provide guidance as you begin iterative testing that will continue throughout the remainder of the implementation. Also, our data conversion team guides you through testing your converted data and Admin training begins. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
The Work-Booking Process	The Consultant will work with the client remotely across multiple sessions to refine the workbooks to a final state of acceptance.
System Configuration	CentralSquare Technologies configures system according to signed Decision Workbooks. Client provides additional information as needed.
Python Scripting and Geo Database Delivery	The GIS Specialist builds Python scripting by GEOTYPE (example: Parcel, Address, Street) based on the Land Management Workbook to gather required data to populate the appropriate Community Development database tables for initial delivery and installation at the client's site. Upon completion of the scripting, the GIS Specialist delivers the GEO database to the Database Specialist for inclusion in the initial delivery of the client's testing database.
Configuration Validation	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Admin Skills Workshops	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

<i>Modules included</i>	<i>Definition of Module</i>
Property Data & Ownership Management	Land Management is at the heart of our system, providing comprehensive land data obtained from the assessor's office to ensure accuracy. Users can conduct a preliminary screening of a property and then link a project, permit, or code complaint case directly through Land Management. Combined with industry-leading GIS technology, users receive the power of database technology with digital maps and aerial photos to provide a graphical view of the land record. This allows the

agency to be proficient in performing spatial analysis (i.e., recognizing areas with several code violations, expiring permits, different zoning criteria) by obtaining the reporting information graphically on the map.

CAPABILITIES INCLUDE:

- View any related County Assessor data
- View related records associated with a parcel
- View GIS details with a single click
- See all subdivisions, land splits, annexations, and site mergers
- View owner details
- Create a permit, project, case or license on a land record
- Control parcels, buildings, addresses, and street segments
- Add a warning or lock down a land record
- Manage property inspections
- Define address naming conventions
- Research property and building details
- Print owner merge letters and notifications
- Execute dynamic queries
- Keep historical records

*Geographical
Information System
Mapping*

State-of-the-art ESRI GIS Integration allows all development activities such as permits, projects, land management, code enforcement, licensing, and inspections to be managed directly from the parcel fabric. Central Square Community Development leverages your agency's ESRI GIS to enable users to visually search the map for development activity and display results in reports. GIS Integration offers enhanced user controls, allowing users to view related records associated with the parcel, create permits, and code cases directly from the map, and even run a query to illustrate search results.

This allows the agency to become more efficient in recognizing areas with several code violations, expiring permits, or different zoning criteria. Rather than running different reports, this information can be graphically represented on the map.

CAPABILITIES INCLUDE:

- Contractors can pay fees for associated permits
- See all subdivisions, land splits, annexations, and site mergers
- Control parcels, buildings, addresses, and street segments
- Manage property inspections
- Define address naming conventions
- Research property and building details
- Create and save spatial bookmarks
- Use multiple internal and public map services
- Use measurement and drawing tools
- Run radius notifications and print owner letters
- Use Network Analyst for routing and directions
- Execute dynamic queries and perform spatial analysis
- Select multiple parcels to combine into a project, permit, or case

Planning & Zoning

- Search or create a permit, project, case, or complaint from the map
- Use common Microsoft Bing maps and Google Street View features

Planning & Zoning manages the workflow for all types of projects, from application to review and approval. The system records all assigned actions and any conditions of approval for future evaluation. Attachment capability allows users to scan plans with mark-ups and link them as part of a project's history.

A time clock function automatically schedules critical points along a project's timeline. This ensures all reviewers stay on target. User-definable screens allow administrators to easily create additional screen templates to track and record unique information.

CAPABILITIES INCLUDE:

- Track phone calls, emails, or letters
- Track reviews in timesheet
- Project review cycles and notes
- Attach different iterations of plans with mark-ups
- Inspection tracking
- Contact management
- Conditions for approval maintained on project
- Detailed reports for fee information, project tree, and more
- Event scheduler for meeting dates, e. g., Planning Commission
- Automatic assignment of reviews
- Unique fee schedule for each application type
- Track engineering and public works projects
- Direct interface to GIS for project management
- Issue multiple permits from a single project
- Create annexations and subdivisions

Permitting & Inspections

Streamline your agency's permitting process by tracking the unique workflows for all types of permits. The Permitting module captures everything your users need, from contact management, related permits, plan review tracking, inspector scheduling, and financial details.

Permits tracked in this module are customized according to your agency's workflow requirements, including permit type, status queues, valuation details, review types, action types, customizable screens, inspection requirements, and fee schedules. Your agency can incorporate unique procedures to ensure timelines are met efficiently, reports are executed properly, and managers are alerted when necessary.

CAPABILITIES INCLUDE:

- Unique workflow for each permit type
- Schedule inspectors by region, permit type, or inspection type
- Review related cases, projects, sites, or permits
- Compare multiple permits side by side
- Manage permit reviews and conditions
- Unlimited user-defined search options
- Warning flags for outdated contractor licenses
- Copy/duplicate information from another permit

- Require previous inspections
- Create unique job valuations
- User-defined standard comments
- Incorporate unique fee schedules
- Issue permit forms and Certificates of Occupancy
- Use inspection checklists
- Generate public Twitter notifications of permit activity

Code Compliance

Code Compliance provides incident and activity management while tracking the workflow for all types of code enforcement activities, from the time a complaint is received through resolution of the incident. When a complaint or violation is entered on a property, Code users have the option to lock down the parcel record and place a flag on all records associated with the property.

Users can maintain contact information and attach images and documents to each issue. Administrators can create user-defined screens to track and record information unique to your agency. This data can be merged into reports, forms, and other documents.

CAPABILITIES INCLUDE:

- Create cases from GIS map
- Lock down parcel when certain case types are created
- Track all activity dates
- Follow multiple violations on a code case
- Incorporate all code text into TRAKiT for easy reference
- Attach photos and letters to records
- Email notifications
- Link to different records
- Create Case Details report
- Repeat important dates
- Protect all information from non-officer staff
- Track all phone calls, emails, or letters
- Capture unique information on user-defined screens
- Identify addresses using Google street view
- Generate notice of violations and warning letters

**Business & Regulatory
Licensing**

Licensing issues and tracks a variety of license types, including animal, business, and facilities. Your agency can tailor several fields to your needs, including license types, classification codes, ownership types, and more. At a glance, users can quickly review all information pertinent to a specific record.

The system maintains insurance details to track workers' compensation, liability insurance, and state business licensing information. Automatic batch processes can send out renewal notices before due dates, and the system processes renewal fees. Reports can display the number of unresolved licenses and show any fees collected.

CAPABILITIES INCLUDE:

- Maintain all contact information associated with a license
- Allow for online management for citizens
- Custom-tailored fields and screens

**Directory for Architects,
Engineers & Contractors**

- Manage all activities and reviews
- Batch process for renewal notices
- Proration and penalty fees automatically calculated
- Assign conditions for a business
- Associate fees unique to each license type
- Move licensee information into AEC TRAK directory
- Link license to a specific parcel
- View records related to a license, e.g., permit
- Attach documents and photos
- Track all insurance and registration information
- Check off educational courses completed
- Unique licensing requirements and workflows

AEC Entity provides instant access to all information associated with people who frequently have business with the agency, as it relates to permits and projects. Any type of professional can be tracked, including architects, engineers, contractors, and surveyors to name a few. Common information associated with these contacts can be viewed quickly from a single screen.

You can access license and insurance information, associated contacts, and related records from AEC Entity. Simply look up the professional or business to associate them as a contact in another module. As a result of AEC's directory integration, users will be prompted prior to adding contacts if there is a warning flag or any outdated insurance information.

CAPABILITIES INCLUDE:

- Contractors can pay fees for associated permits
- All insurance carrier information can be inserted
- Warning flags prompt users about expired information
- Preview all associated records with the contact
- Chronologically track any communication with contractors
- Maintain license information
- Link to business license information
- Track multiple insurance carriers
- Attach photos and proof of insurance to records
- Internet link provided for state licensing information
- Send emails or text message to individuals
- Add new permits and projects from the AEC record
- Restrict information from certain users

**Customer Relations
Management**

The CRM module provides the tools you need to quickly capture and manage citizen issues. Users can effectively monitor, and track issues received through the phone or internet. The system logs opened and closed issues as well as their exact location. Users can also link recurring issues and complainants to ensure issues are handled in an appropriate manner.

Workflow activity tracking is designed with built-in processing and features to help users resolve various issues presented by their citizens. Administrators can customize workflows according to pre-existing or new processes. Users can identify the exact location of an incident by using the GIS map.

CAPABILITIES INCLUDE:

- Route issues for response
- Filter search results
- Link issues to existing cases or permits
- Capture complainant details
- Use GIS map for pin-pointing exact location
- Audit log to ensure staff accountability
- Transfer workflows into other applications within the agency
- Built-in workflow functionality
- Auto-send emails or letters
- Create a code enforcement case from a reported incident
- Run reports to determine response times
- Track all details associated with the work order
- View entire history of the location
- Route workflows to different departments

***Online Portal for
Contractors & Residents***

eTRAKiT is a public facing portal that provides access to permit, project, license, code, land, and inspection information. Citizens can request inspections, pay fees, upload plans apply for permits and much more through eTRAKiT.

eTRAKiT offers different profile permissions including anonymous searching as well as restricted access to additional details based on the user's role. Contractors have additional functions that enable them to request inspections for their projects. Additionally, if your jurisdiction uses outside plan review agencies or inspectors, eTRAKiT enables them to use back office functions through the portal such as entering results or uploading files.

FEATURES

- Apply for permits, projects, and licenses online
- Schedule inspections and review online
- Update license information and pay renewal fees
- Upload application details and submit plans online
- Access to records based on user permissions and profile
- Map-based parcel and address search based on jurisdictions GIS.
- Configure your online portal to match your municipal website
- Outside agencies including plan reviewers and external inspectors can enter data online in an Agency Center
- Contractors have access to record details specific to their role with a historical view of their accounts
- Online payment plugins for variety of payment providers including
 1. Authorize.Net
 2. CardConnect
 3. CardKnox
 4. CSJ (JetPay)
 5. Elavon (Converge)
 6. PayFlowLink (PayPal)
 7. Paymentus
 8. USA ePay
 9. CentralSquare Payments

Mobiles

Inspectors and officers can carry information about permits, code enforcement cases, and related inspections on their iPad, Android, or smartphone. Inspectors can modify the inspection status, enter inspection results and notes, schedule inspections, and more, all while in the field.

The Mobiles app allows remote users the flexibility to use CentralSquare from an iPad or Android device even without a constant wireless connection.

Mobile PDA allows access to the same details provided in the office, from smaller devices such as smartphones and tablets.

FEATURES

- Result scheduled inspections
- Use standard comments
- Modify, schedule, and route inspections
- View attachments
- View and update contact information
- View fee details
- To-do list of inspections for defined date range
- Add a warning or hold to a property
- View custom screens unique to each record type and add information
- Mapping location uses
- Microsoft Bing
- Find permits, projects, cases, or licenses through ad hoc search functionality
- Contractor access to request inspections
- Inspection checklists
- Play recorded messages
- Send notifications via email

Admin Skills Workshops

Workshop training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority, these workshops kick off the application configuration process for designated project committee members. These classes generally are limited to six participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers) and should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on beginning the building process under the guidance of the assigned CentralSquare trainer, as well as to discuss CentralSquare recommendations regarding potential configuration options as identified during the Functional Analysis Workshop.

Class Title	# of Classes	Training Type	Intended Audience	Topics	Location
Subject Matter Expert Training	1	Hands-on, Instructor-led Training	System Admins, Client SMEs & Core Team Members	General Navigation, Overview of each module is included, review of client's testing strategy	Remote
Admin Training	1	Hands-on, Instructor-led Training	System Admins	Covers all modules, designed to train local administrators of the system and covers all	Remote

Class Title	# of Classes	Training Type	Intended Audience	Topics	Location
				areas of configuration with the system	
Cognos Report Writing Training	1	Hands-on, Instructor-led Training	Staff with some forms & report building experience preferred, but not required	Covers basic report development and using the Cognos report building system, as well as how to manage and run completed reports	Remote

CUSTOM REPORT DEVELOPMENT:

The Report Development team will work directly with the Client to identify reports to be created. The reports will be chosen by the client in conjunction with the number of hours available for this task. CentralSquare will scope the requested reports and assign hours to each. The Client will then choose and prioritize the reports that are to fit into the available hours. Hours assigned to each report will include specifications, development of the report, and modifications (within scope). Delivery of the reports will be made as they are completed and approved.

DATA CONVERSION:

The data conversion process will start with mapping the client's legacy data from GovSense into the Community Development production database format. The process includes three major data refreshes, including the final cut-over for Go Live and any number of minor changes to correct small issues, such as spelling or placement of data within Community Development. The conversion program will be designed to run while the target database is in full operation; however, because of the volume of data being processed, it will be ideal to execute the conversion during a window of minimal usage. Data conversion contracted for this project includes:

<i>Modules To be Converted</i>	<i>Definition of Module</i>
Permitting	Legacy permit data currently in the local government agency's current system of record. Generally, this is data representing the agency's construction or remodeling projects for properties within the agency's jurisdiction. It is intended to ensure that the project plans comply with local, state, and national building and construction regulations
Planning & Zoning	Legacy planning & zoning data currently in the local government agency's currently system of record. Generally, this is data representing the agency's development and design of land use and the built environment, including air, water and the infrastructure passing into and out of the agency's jurisdiction. It is intended to ensure that the land use and zoning changes comply with local standards for land use, zoning, and urban planning
Code Compliance	Legacy case data currently in the local government agency's current system of record. Generally, this is data representing the agency's regulatory compliance violations for properties within the agency's jurisdiction. It is intended to ensure that the properties conform to the rules and standards set forth in the agency's municipal code of ordinances
Business & Regulatory Licensing	Legacy business licenses data currently in the local government agency's current system of record. Generally, this is data representing the agency's Regulatory Licenses, which are permits issued by the agency that allow individuals or companies to conduct business within the agency's jurisdiction. It is intended to ensure that the businesses conform to the rules and standards set forth in the agency's municipal code of ordinances and/or the state's regulatory rules
Land Parcel Management	The land parcel data commonly includes details of the ownership, precise location, dimensions, and value of individual parcels of land, within the agency's jurisdiction. It is intended to provide comprehensive land details obtained from the agency's source GIS system or Assessor's office, to ensure accuracy

Customer Relations Management	Legacy data that contains historical communications primarily from property owners within the agency's jurisdiction and generally consists of questions, issues, or complaints
Entity Management	The entity data commonly includes details of individuals and businesses that interact with the agency, on a regular recurring basis. It is intended to provide the agency with a quick reference source of contractor, engineer and tradesmen that can be linked to activities within the Community Development system

INTEGRATION/INTERFACES:

Integrations and/or interfaces Included in this project include:

Integration/Interface	Use of System	Type / Frequency	Import/ Export	Interface Method / Future Functionality
Financial Batch Export	Queries system for payments and creates a file to be processed in a 3 rd party GL	Batch / Nightly	Export	SQL Stored Procedure & SSRS Report
Land Parcel Management Update Routine	Ensures the land parcel data within the system, stays up to date	Batch / Nightly	Import	File Based DLL
ProjectDox	Opens and saves PDFs within the system for plans review and markup	On Demand		File Based DLL
ESRI GIS - Standard	Uses a published rest endpoint from ESRI to display map data with the system	On Demand	Import	Web Services
Online Payment Gateway <see Note * a. below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL
Over the Counter Payment Gateway <see Note * b. below>	Interface for credit card payment processing	On Demand	Import/ Export	File Based DLL

Notes:

* Client will need to contract with a new payment provider, to accept payments over the counter (OTC) and/or online and provide credentials to CentralSquare within 30 days of project initiation.

- a. Supported online Payment Providers
 - i. Authorized.Net
 - ii. USA ePay
 - iii. Elevon (Converge)
 - iv. PayFlowPro (PayPal)
 - v. Paymentus
 - vi. Cardknox
 - vii. CardConnect
 - viii. CSI (JetPay)
 - ix. CentralSquare Payments
- b. Supported over the counter Payment Providers
 - i. Paymentus
 - ii. Cardknox

Testing:

Testing will assess your team's readiness for Go Live. This includes knowledge transfer, end user training, and change management significant tasks include:

<i>Major Task</i>	<i>Description</i>
Testing	The testing phase is an iterative process, conducted by the client, to help the consultants check the quality of the legacy data conversion and review the configuration decisions made during the discovery phase of the project. This phase is especially important to ensure a smooth transition before the system launches.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs. <i>See Go Live below.</i>

TRAINING:

Within Testing and Deployment, End-user training is completed.

End-User Training

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. With the decision to choose CentralSquare facilitated training, an instructor provides training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. These classes generally are limited to 10-12 participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers). Agendas for each module will be based on specific configuration and workflows established during the implementation. Topics in end-user classes will include data entry, searching, reporting, and application navigation.

Core Solution	# of Classes	Training Type	Intended Audience	Topics	Location
End User Training	1	Hands-on, Instructor-led Training	All Users of the ComDev System	General Navigation, End to end training of each module based on the specific configuration and workflows established during the implementation	Remote

Other Training Events

Training Type	# of Classes	Training Type	Intended Audience	Topics	Location
Data Querying	1	Hands-on, Instructor-led Training	Data SMEs	How to create ad-hoc reports using tools within the application.	Remote

Deployment:

Starts with the completion of your production environment. Then, we conduct a mock Go Live. Finally, once both teams agree on readiness, we Go Live. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
Configure Production Environment	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Communications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.

<i>Major Task</i>	<i>Description</i>
Execute Go Live	The Client transitions from their legacy system to the Community Development system and conducts their normal day-to-day business.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs. <i>See Go Live below.</i>

GO LIVE (additional information):

CentralSquare offers a variety of Go-Live services to augment the Customer's staff during the transition from the legacy product to the CentralSquare solution. Included in this project, the Project Managers will work together to create a Go-Live Plan to include a schedule of events, resource allocation, communications plan, and issue log. Additionally, CentralSquare will support the Go-Live with the following services:

Type of Resource; Role	Number of Days	Onsite or Remote
Consultant: Supporting staff during go live event	2	Remote
CentralSquare Project Manager; Supporting project during go live event	As Needed	Remote

Definitions:

Key Deliverables	Description	Frequency	Owners
Project Management Plan	Guides the project management team to monitor and control expectations, budget, scope, schedule, communication, and quality.	Finalized during the Planning phase during discussions about Project team and timeline	CentralSquare Project Management Team
Project Schedule	Identifies tasks to be completed during the life cycle of the project including the key SOW tasks, resources, durations, milestones, and delivery dates	An updated schedule will be provided as needed	CentralSquare Project Mgr. and Customer Project Manager
Communication Plan	Describes the key project team members from CentralSquare and Customer Executives to Subject Matter Experts, includes, roles and responsibilities, and contract information	Provided at Kick-off and updated as required	CentralSquare Project Manager
Decision Workbook	Workbook that contains customer decisions regarding processes and system configurations.	Provided at Kick-off and updated as required	CentralSquare Consultant
Monthly Status Report	Following regular status meetings, the CentralSquare PM will provide an updated status report	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager
Issues Log	Tracks risks and issues, Assignments, progress, mitigation strategies, due dates, and other relevant information for managing risks and issues	Determined by Customer need during kickoff	CentralSquare Project Manager and Customer Project Manager

Risk Register	Classifies the risk based on probability and impact to the overall project and develops mitigation and response plans, where appropriate.	Maintained throughout the course of the Project	CentralSquare Project Manager and Customer Project Manager
Implementation Guide	End-to-end summary of engagements that make up the CST implementation.	Provided at Kick-off and referred to throughout the project	CentralSquare Project Manager
Test Workbook	Workbook that contains all test and assessment cases completed during the implementation.	Provided at Kick-off and updated as required	CentralSquare Project Manager
Go Live Plan	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.	A draft will be provided prior to Go-Live, reviewed with the Customer, and finalized for distribution to stakeholders	CentralSquare Project Manager and Customer Project Manager
Services to Support/CSM Project Closeout Report	The delivery of formal closing documents as part of acceptance includes completed project artifacts outlined above, change order summary, lessons learned and recommendations, risk and issues log, customer support transition plan, and description of steady state operations.	Provided at the end of the project	CentralSquare Project Manager

APPENDIX B: RACI Chart

• Responsible (Who is/will be doing this task?)	Sales	Project Management			RMO		Service Delivery						GIS		Cloud Services		Cust Success	Support	Customer			
		Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership			Cloud Team	Customer Sponsor	Customer PM	Cust Functional Leads
• Accountable (Who is the decision maker?)																						
• Consulted (Anyone/stakeholders that can talk about it.)																						
• Informed (Whose work depends on this task/needs to be kept up to date?)																						
Phase 1: Initiation																						
Assigning a Project Manager			R, A	I				I														
Sending Introductory Email to Customer				R, A				I												I		
Performing Contract / Project Setup and Intelligence Review			C	R, A				I														
Sizing a Project for Velocity			C	R, A				C														
Requesting an Implementation Guide			C	R, A																		
Building Project Folder				R, A																		
Building Initial Draft of Project Artifacts			C	R, A																		
Initially Contacting Third Party Vendors				R, A																		
Requesting Work From the Cloud Team				R, A				I							I	I						
Sending Welcome Package to Customer				R, A						I									I	I	I	I
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I		I						
Initially Calling Customer				R, A						I									I	C	I	I
Drafting Initial Project Timeline				R, A		I		C		I									I	C	C	C
Completing Project Initiation Checklist				R, A															I	C	C	C
Phase 2: Planning																						
Performing Project Kickoff	I	I	C	R, A			I	C	C	C	C	C	C	C	I	I			C	C	C	C
Scheduling Resources			I	C	C	R		AC	I	I	I	I	C	I		I						
Reviewing Project Plan with Customer				R, A							I								I	C	C	C
Receiving Project Plan Customer Signoff		I	I	R, A	I	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C
Completing Project Planning Checklist				R, A															I	C	C	C
Phase 3: Monitor & Control																						
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C	C
Completing Monthly Status Reporting		I	I	R, A			I	I	C	C	C	C	I	C	I				I	I		
Performing Issue Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Risk Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	C	C
Performing Change Control Management				R, A															C	C	C	C
Performing Change Management				C															R, A	R	R	R
Performing Project Health Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Executive Stakeholder Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	I	I
Preparing for Go-Live		I	C	R, A			I	C	C	R	R	C	C	C	C	C	I	I	I	C	C	C
Conducting Go-Live	I	I	C	R, A			I	C	C, R	R	R	R	C	R		R			I	C	C	C
Stage 1: Analysis																						
Workflow Analysis			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Analyze Technical and Functional Requirements			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Data Migration Mapping			I	I			I	C	I	A	C	R	C	C					I	C	I	C
Stage 2: Configuration																						
Build Environment				I			I	I	I	A	R		C	C					I	I	C	C
Configure Environment									C	R	C		C	C					I	I	C	C
Unit Testing				A						R	C		C	C					I	I	C	C
Administrative Workshops									R	C			I	I					I	I	C	C
Data Conversion				I			I			A	C	R	I	C					I	I	I	I
Stage 3: Testing																						
Testing				I				I		R	C									I	C	C
Fix Issues and Retest				I				C		R	A	C									C	C
System Sign-Off				A				I		R	C		I	C					I	C	C	C
Knowledge Transfer/User Training				I				I	R													
Go-Live Readiness				A				I		R									I	I	I	I
Stage 4: Deployment																						
Configure Production Environment			I	I			I	I		C	R										C	C
Plan Cutover Schedule and Communications				R				C		C	C								I	C	C	C
Pre-Launch Testing								I		R	C											
Go-Live + Communication		I	C	R				C		C	C								I	I	I	I
Phase 4: Closeout																						
Completing Transition to Support and CSM		I	I	R, A			I	I	I	I	I	I	I	I			R	R		C	C	C
Delivering Post Go-Live Items				R, A					R	R	R	R		R								
Performing Post Go-Live Issue Resolution				R, A					R	R	R	R		R		R		R				
Conducting Closeout Meeting with Customer				R, A															I	C	C	C
Performing Contract Reconciliation				R, A					I													
Completing Lessons Learned		I	C	R, A	I	C	I	C	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder				R, A																		
Performing Management Review			C	R, A																		
Closing Project in OpenAir				R, A																		
Completing Project Closeout Checklist				R, A																		

APPENDIX C: General GIS Requirements

Introduction

Community Development includes a property record application where users can look up current parcel activity and information related to the parcel. The GIS Module is at the heart of the system and provides comprehensive land data obtained from either the assessor's office or the client's GIS data to ensure accuracy. Users can conduct a preliminary screening of a property and then link a project, permit, code enforcement case, or license record directly through GIS Module.

The GIS integration requires map services to be provided and maintained by the client, and our Land Management Update Routine (LTUR) performs a one-way update process pushing updates to the Community Development data daily/weekly/monthly outside of business hours.

GIS Data Requirements

All GIS feature classes, also referred to as layers, must have correct geometry in an Esri-recognized local projection. The client is responsible for providing and maintaining GIS data in a consistent format, including the feature class name, location, field schema, projection, etc. Unique types of features, such as parcels, must be provided and maintained in single feature classes. For example, if the client's jurisdiction crosses two counties who provide street data, the client will need to combine both street data feature classes into a singular layer.

The Land Management Workbook, to be completed by the client, maps the field in the client's GIS data to the appropriate fields in the Community Development database enabling them to appear in the system. Data attribute requirements are limited; however, missing attributes will result in empty values for the associated attributes in the system. A limited number of user-defined fields are available in the system to enable the client to include attributes that are outside of the standard fields.

GeoTypes

GeoTypes are the core GIS features integrated into Community Development and include any of the following features:

- Parcels: required
- Address Points: recommended
- Streets: recommended
- Others can be discussed with the GIS Specialist during the initial consultation

A dedicated ID field (string data type) is required for each GeoType feature class except for parcels, which should use the Assessor's ID for that purpose. Each ID value must be unique across GeoTypes, and the ID and other critical fields are required to be present in the primary published map service. Condominiums may be represented with stacked parcels.

Boundary / Polygon Layers

Typical boundary layers include zoning, city limits, historical districts, flood zones, etc. A limited number of spatial joins can be configured by CentralSquare to add attributes from boundary data to the GeoTypes to enable full functionality. The most common example is joining the zoning layer to the parcel data.

For clients with the GIS Advanced license, geography-based Spatial Rules triggering fees, reviews, inspections, and more during the creation of permits, projects, code cases and licenses are based on the relationship between GeoType Layers and others. The client is required to supply any polygon layers that are to be used to designate areas impacted by Spatial Rules.

ArcGIS Enterprise (Server) Requirements

Community Development requires map services to be published with Esri's ArcGIS Enterprise or ArcGIS Server. The ArcGIS instance does not need to be solely dedicated to this purpose but must meet the requirements below.

- ArcGIS Enterprise versions 10.3.1 to 10.8 (*check with CentralSquare on later version compliance*)
- Authentication/Security
 - The client must provide CentralSquare with login credentials for an ArcGIS Portal User
 - Web-tier authentication using Windows Authentication is not supported for cloud clients; however, on premise clients with version 18.2 HF09 or later may utilize this.
 - SAML based Active Directory based Federation is not supported. However, Portal for ArcGIS can use built-in account.
- If Community Development is to be hosted by CentralSquare, the client's map services must be available externally through the web. This typically requires the ArcGIS Web Adapter to reside in the client's DMZ.
 - CentralSquare will require built-in user's admin credentials for map rendering and source of data for Land Management Update Routine.
 - SAML and Web-tier based authentication will not be supported. Development work in progress.

ArcGIS Map Service Requirements

The Community Development GIS integration relies on ArcGIS map services that are created and maintained by the client.

Map Service Rules and Requirements

- Community Development requires an Admin Portal user and password to consume REST URLs from a portal. An ArcGIS Online user may be provided as alternative if the service is not to be used for the GIS Advanced licenses/Spatial Advisor or eTRAKiT.
- Map services must be available externally through the web for Cloud clients.
- All map services must start with Layer (0) and run consecutively without gaps between layer numbers
- Additional service-specific requirements are outlined below

Required Map Services

The client is required to provide a minimum of three dedicated ArcGIS map services. Those and additional optional services are outlined below.

1. Feature Map Service

This map services provides the GIS data necessary to populate and maintain the data in the Community Development's Geo Tables in the cloud SQL database. This service must include all layers to be integrated with Community Development. Feature access must be enabled with Query/Data operations allowed, and all layers must be in same projection.

2. GeoType Map Service

The GeoType Map Service is used to provide access to ESRI feature class data in the management of the Community Development Software. Feature access must be enabled, and all layers must be in same projection.

3. Display Map Service

The Display Map Service provides an interactive view map in the application. The client should build this map service with the symbology, scaling, and layer order that will provide end users the best and most complete experience. This service requires a geometry service and a printing service

4. Optional Display Map Services

Other map services can be added to Community Development's Map Viewer to provide more mapping functionality to your users, in a view-only mode. This service requires a geometry service and a printing service.

Additional Details:

- Aerial Photos:
 - Must be a tiled, cached map service.
 - Image Services are not supported.
- Community Development's Map Viewer supports Street View and Bird's View with a valid Google map key. Clients will need to provide this key and add the Community Development URL as a valid referrer.
- Map services can be specific to departments within your organization, such as public works, utilities, recreation facilities, etc.
- Community Development's Map Viewer can support:
 - Routing services via Network Analysis Server
 - Geocoding services

APPENDIX D: Cloud Services (Cloud Services - AWS)

CentralSquare and Customer will conduct the following as part of this project.

SAAS

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Creation	Initial Creation of CentralSquare's Community Development software	Attend Discovery Call	- Discovery Call - Complete install and data migration
2.	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	Validate Account	Create Test Account

Assumptions

- CentralSquare will migrate all Customer data into the Community Development database and confirm that the Community Development software's primary system functions are available.
- CentralSquare will install the Community Development software into our Public Government Cloud environment, managed by our Cloud services team centers and provide access to the Customer through a standard URL. We will also provide a VPN device to access the URL to secure Customer required third-party integrations identified for this project.
- CentralSquare will complete all work remotely
- CentralSquare will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added under separate quote by mutual written agreement at CentralSquare's prevailing rates.

Roles and Responsibilities**CentralSquare:**

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.

Customer:

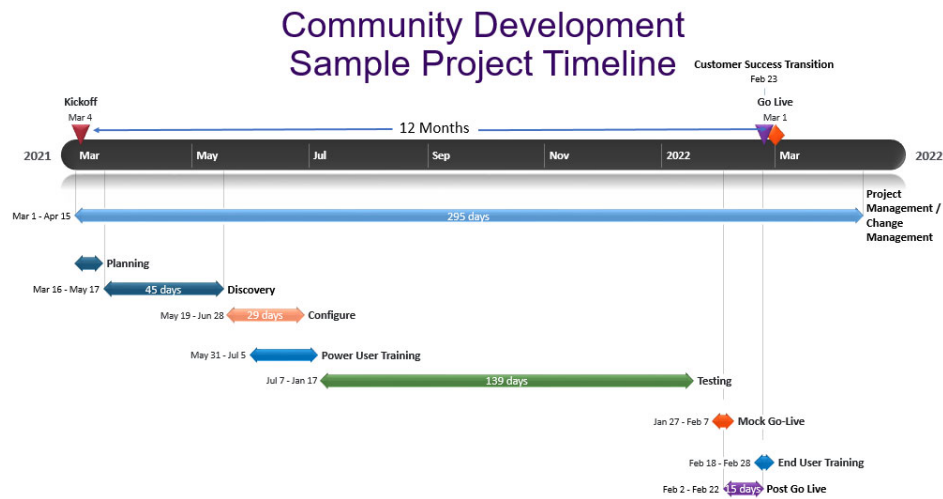
- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Provide access to Customer's servers (including third-party) as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation and migration tasks.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

-

APPENDIX E: SAMPLE Implementation Timeline & Project Plan

Below is an example of CentralSquare's proposed timeline and project plan with proposed dates. Actual dates will be mutually agreed between both Customer & CentralSquare Project Managers.

Sample Project Timeline



Sample Project Plan

Task Name	Notes	Duration	Start	Finish
Upgrade Schedule				
Initiation		65 days	Wed 9/1/21	Tue 11/30/21
Sales to Service Transition Call	Deliver Project Initiation checklist to client.	1 hr	Wed 9/1/21	Wed 9/1/21
Notifying the Cloud Team	Creates a plan for Central Square's Cloud Team to spin up servers for client and schedule initial installation.	0.5 hrs	Thu 9/2/21	Thu 9/2/21
Project Timeline - Initiation & Scheduling	Creation of draft upgrade schedule and tentative scheduling for 0.5 days resources.	0.5 days	Thu 9/2/21	Thu 9/2/21
Project Timeline - Initiation	Creation of draft upgrade schedule and tentative scheduling for 2 hrs	2 hrs	Thu 9/2/21	Thu 9/2/21
GeoTRAK Update Routine - Scheduling	Scheduling plan and resource for GTUR	1.5 hrs	Thu 9/2/21	Thu 9/2/21
Citizen Engagement - Scheduling	Scheduling plan and resource for Citizen Engagement	4 hrs	Thu 9/2/21	Thu 9/2/21
Fusion - Scheduling	Scheduling plan and resource for fusion services	2 hrs	Thu 9/2/21	Thu 9/2/21
AnalyticsNOW Scheduling	Scheduling plan and resource for AnalyticsNOW	1 hr	Thu 9/2/21	Thu 9/2/21
Project Initiation Checklist	Central Square provides the client with a Project Initiation Checklist containing actions required by the client.	0.13 days	Wed 12/4/19	Wed 12/4/19
Project Initiation Checklist - Internal		1 hr	Wed 12/4/19	Wed 12/4/19
Project Initiation Checklist - External		0 hrs		
Project Timeline - Sign Off	Central Square provides the client with a draft timeline to review, provide feedback & sign-off.	0.5 hrs	Thu 9/9/21	Thu 9/9/21
Planning		0.13 days	Mon 9/6/21	Mon 9/6/21
Kick-off Meeting	Client call to review SOW and next steps. Discuss questions related to Project Initiation Checklist.	1 hr	Mon 9/6/21	Mon 9/6/21
Monitoring & Controlling		56.88 days?	Wed 9/8/21	Fri 11/26/21
Initial Migration		10 days	Wed 9/8/21	Wed 9/22/21
Initial Migration - .NET Data	Data Conversion resource to review and complete conversion of TRAKIT.NET database to Community Development	1 day	Wed 9/8/21	Thu 9/9/21
Initial Migration - GeoTRAK Update Routine	Data Conversion Specialist reviews and updates client's existing LandTRAK script	16 hrs	Wed 9/8/21	Fri 9/10/21
Initial Migration - Custom Reports Conversion	CentralSquare completes conversion of 10 custom SSRS reports or as noted in the contract	40 hrs	Wed 9/15/21	Wed 9/22/21
Installation - Pre-Prod		1 day	Fri 9/10/21	Mon 9/13/21
GIS Re-configuration - Pre-Prod		8 hrs	Fri 9/10/21	Mon 9/13/21
Fusion Installation - Pre-Prod	CentralSquare will setup pre-production instance of requested fusion services	4 hrs	Fri 9/10/21	Mon 9/13/21
AnalyticsNOW Installation - Pre-Prod	CentralSquare will setup pre-production instance of AnalyticsNOW	3 hrs	Fri 9/10/21	Mon 9/13/21
Initial Migration Testing		9.25 days	Tue 9/14/21	Tue 9/28/21
Initial Migration - Client Testing	Client to test initial migration and all related integrations. CentralSquare will provide client with a high-level testing checklist, and recommends client create detailed test plan to ensure application, reports, forms, mail merge documents, 3rd	0 hrs	Tue 9/14/21	Tue 9/14/21
Initial Migration Cut-Off	Client creates tickets for any issues found during initial migration testing by this date	0 hrs	Tue 9/21/21	Tue 9/21/21
Initial Migration - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	1 day	Wed 9/22/21	Thu 9/23/21
GIS Re-configuration - Issue Resolution		2 hrs	Mon 9/27/21	Tue 9/28/21
Fusion Testing		4 hrs	Thu 9/16/21	Fri 9/17/21
Citizen Engagement - Consolidated Console Training		4 hrs	Fri 9/17/21	Mon 9/20/21
Installation - Test	CentralSquare install team will provide a test instance of the Community Development environment with all relevant integrations to allow testing of configuration changes or software updates before implementing in live system.	2.5 days	Tue 9/28/21	Thu 9/30/21
GIS Re-configuration - Pre-Prod		4 hrs	Tue 9/28/21	Tue 9/28/21
Fusion Installation - Test	CentralSquare will install all requested Fusion services in test environment	4 hrs	Thu 9/30/21	Thu 9/30/21
AnalyticsNOW Installation - Test	CentralSquare will install all AnalyticsNOW in test environment	3 hrs	Thu 9/30/21	Thu 9/30/21
Business Process Optimization (BPO)	The purpose for a Business Process Optimization is to review current workflows and to determine how to improve	17.63 days	Tue 9/28/21	Fri 10/22/21
Business Process Optimization (BPO) - Planning & Prep	Consultant prepares for Business Process Optimization using the prep checklist.	1 hr	Tue 9/28/21	Tue 9/28/21
Business Process Optimization (BPO)	On-site training divided between instruction and guided experimentation	24 hrs	Thu 10/7/21	Tue 10/12/21
Business Process Optimization (BPO) - Follow-up	Consultant completes a formal BPO write-up.	2 hrs	Wed 10/13/21	Wed 10/13/21
Business Process Optimization (BPO) - Configuration	Consultant configures test system based upon optimization changes determined during BPO.	11 hrs	Wed 10/20/21	Fri 10/22/21
Spatial Rules		18.88 days	Wed 10/20/21	Tue 11/16/21
Spatial Rules - Workbook Introduction		3 hrs	Wed 10/20/21	Thu 10/21/21
Spatial Rules - Workbook Review 1st		3 hrs	Thu 10/28/21	Thu 10/28/21
Spatial Rules - Workbook Review 2nd		3 hrs	Thu 11/4/21	Thu 11/4/21
Spatial Rules - Configuration		22 hrs	Thu 11/11/21	Tue 11/16/21
AnalyticsNOW		30.13 days	Thu 10/7/21	Thu 11/18/21
AnalyticsNOW - Overview	Pre-training preparation meeting	4 hrs	Thu 10/7/21	Fri 10/8/21
AnalyticsNOW - Administration Training	Training select admin users on backend configuration of report writing product	4 hrs	Fri 10/8/21	Fri 10/8/21
AnalyticsNOW - Report Writing Training	On-site training divided between instruction and guided experin	32 hrs	Tue 11/2/21	Mon 11/8/21
AnalyticsNOW - Project Management	Follow up after between trainings with client and consultant, review of after action reports, management of follow up items.	1 hr	Tue 11/9/21	Tue 11/9/21
AnalyticsNOW - Workshop or Report Development	Client option for 32 hours for an on-site guided workshop or an additional 32 hours of report development	32 hrs	Tue 11/9/21	Mon 11/15/21
AnalyticsNOW - Training Review	Remote follow up session with AnalyticsNOW consultant for refresher training, questions, or issue resolution.	4 hrs	Wed 11/17/21	Thu 11/18/21
AnalyticsNOW - Training Followup	Consultant after action	4 hrs	Thu 11/18/21	Thu 11/18/21
AnalyticsNOW - Project Management	Follow up after on site training with client and consultant, review of after action reports, management of follow up items.	1 hr	Thu 11/18/21	Thu 11/18/21
Spatial Rules Testing		7 days	Wed 11/17/21	Fri 11/26/21
Spatial Rules - Client Testing	Client to test optimization	0 hrs	Wed 11/17/21	Wed 11/17/21
Spatial Rules - Cut-Off	Client creates tickets for any issues found during initial migration testing by this date	0 hrs	Wed 11/24/21	Wed 11/24/21
Spatial Rules - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	8 hrs	Thu 11/25/21	Fri 11/26/21

SME Training		11.25 days	Fri 10/15/21	Mon 11/1/21
SME Training - Planning	Client project manager attends and participates in meeting to review plan for onsite SME Training. Central Square Technologies consultant/trainer reviews plan with client based	0.5 hrs	Fri 10/15/21	Fri 10/15/21
SME Training - Prep	Consultant/Trainer prepares for SME Training using the prep checklist	0.5 hrs	Fri 10/15/21	Fri 10/15/21
SME Training	Client's SMEs attend and participate in training on how to use & test the delivered system.	32 hrs	Mon 10/25/21	Fri 10/29/21
SME Training - Citizen Engagement		2 hrs	Fri 10/29/21	Fri 10/29/21
SME Training - Fusion		10 hrs	Fri 10/29/21	Mon 11/1/21
SME Training - Follow Up	Consultant/Trainer completes the SME Training Followup checklist	1 hr	Mon 11/1/21	Mon 11/1/21
Optimization Testing	Consultant delivers test plan to the client. Consultant will inform client to log issues identified during the testing phase through CentralSquare's issue tracking system. CentralSquare Resources will work to resolve issues	7 days	Tue 11/2/21	Thu 11/11/21
Optimization - Client Testing	Client to test optimization	0 hrs	Tue 11/2/21	Tue 11/2/21
Optimization - Cut-Off	Client creates tickets for any issues found during initial migration testing by this date	0 hrs	Tue 11/9/21	Tue 11/9/21
Optimization - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	1 day	Wed 11/10/21	Thu 11/11/21
Go Live Readiness		1.25 days?	Mon 11/15/21	Tue 11/16/21
Go Live Checklist Complete		1 day?	Mon 11/15/21	Tue 11/16/21
GIS - Confirmation	GIS Tickets & Final GIS Site Review	1 hr	Mon 11/15/21	Mon 11/15/21
GeoTRAK Update Routine - Confirmation	confirming go live readiness for GTUR	1.5 hrs	Mon 11/15/21	Mon 11/15/21
Citizen Engagement - Confirmation	confirming go live readiness for Citizen Engagement	2 hrs	Mon 11/15/21	Mon 11/15/21
AnalyticsNOW - Confirmation	confirming go live readiness for AnalyticsNOW	0.5 hrs	Mon 11/15/21	Mon 11/15/21
Fusion - Confirmation	confirming go live readiness for all Fusion services	2 hrs	Mon 11/15/21	Mon 11/15/21
Testing Phase Ends	Client provides confirmation via email/Testing End Letter System Testing has been completed for Community Development and all related integrations. Once Client confirmation received, CentralSquare to start preparation for	0.5 hrs	Tue 11/16/21	Tue 11/16/21
Final Delivery Revisions List	Client will provide CentralSquare with a new list of issues identified during the testing phase.	1 hr	Tue 11/16/21	Tue 11/16/21
GeoTRAK Update Routine - Final	Data Conversion Specialist reviews and updates client's existing LandTRAK script	2 hrs	Tue 11/16/21	Tue 11/16/21
Final Delivery		0.5 days	Wed 11/17/21	Thu 11/18/21
Final Delivery - Data Migration	CentralSquare will provide responses/corrections to the issues submitted by the Client. The data migration is being completed in the pre-production account by the Data Conversion Team	1 hr	Wed 11/17/21	Wed 11/17/21
Final Delivery - Client Testing		0 hrs	Wed 11/17/21	Wed 11/17/21
Final Delivery - Configuration	the BPO configuration is moved from the test account to the pre-prod account by the Consultant Team. This will be the final configuration used once the client is live.	2 hrs	Wed 11/17/21	Wed 11/17/21
GIS - Issue Resolution	CentralSquare resources will work through issues documented in Freshdesk to provide resolutions.	4 hrs	Wed 11/17/21	Thu 11/18/21
End User Training	CentralSquare will train all end users during the coordinated timeframes. By completion of training, all end users will be utilizing the latest release of TRAKIT.	14.25 days	Thu 11/4/21	Wed 11/24/21
End User Training - Planning	Client attends meeting to plan end user training.	0.5 hrs	Thu 11/4/21	Thu 11/4/21
End User Training - Prep	Central Square Technologies prepares for end user training based on End User Training Prep checklist.	0.5 hrs	Wed 11/17/21	Wed 11/17/21
End User Training	CentralSquare will train all end users during the coordinated timeframes. By completion of training, all end users will be utilizing their upgraded version of TRAKIT.	24 hrs	Thu 11/18/21	Tue 11/23/21
End User Training - Citizen Engagement		2 hrs	Tue 11/23/21	Tue 11/23/21
End User Training - Fusion		10 hrs	Tue 11/23/21	Wed 11/24/21
Project Closure		3.13 days	Thu 11/25/21	Tue 11/30/21
Go Live	CentralSquare resource(s) onsite to complete end-user training and take TRAKIT live.	3.13 days	Thu 11/25/21	Tue 11/30/21
Transition to Live	CentralSquare will process data for Go Live and deliver back to the Client's environment as outlined in the Go Live Readiness	1 hr	Fri 11/26/21	Fri 11/26/21
Go Live Support - Project Management		1 day	Mon 11/29/21	Tue 11/30/21
Go Live Support - Onsite		16 hrs	Thu 11/25/21	Mon 11/29/21
Go Live Support - GIS	GIS consultant will provide remote support to assist with any issues or questions during go live	2 hrs	Mon 11/29/21	Mon 11/29/21
End User Training and Go Live - Followup	Consultant/Trainer completes the End User Training Followup checklist.	1 hr	Tue 11/30/21	Tue 11/30/21