

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO CENTRALSQUARE TECHNOLOGIES' AGREEMENT

THIS SECOND AMENDMENT ("Second Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and CentralSquare Technologies, LLC ("CentralSquare"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Lease Service Access & Multi-Year Right to Use Agreement on or September 27, 2022, and as amended on January 24, 2023, collectively referred to as the "Agreement" and incorporated herein for all purposes; and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement, attached hereto as Exhibit "A-2", and incorporated fully by reference, for the purchase of specified Digital Evidence Management System ("DEMS") services pursuant to Quote Number Q-167667, (the "Services").

WHEREAS, the Texas County Purchasing Act, §262.024(a)(7) exempts from competitive bidding contracts that are Sole Source items; and

WHEREAS, CENTRALSQUARE is the sole source provider of the Services as indicated by the letter dated February 27, 2025, attached hereto as Exhibit "B-2" and incorporated by fully by reference; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that the Services to be procured pursuant to this Second Amendment may be obtained from only one source and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

NOW, THEREFORE, County and CentralSquare desire to amend said Agreement as set forth below:

1. **Scope of Services.** Subject to this Second Amendment, CentralSquare will render Services to County as described in Exhibit A-2 and Exhibit B-2. All performance of the Scope of Services by CentralSquare including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay.
2. **Term.** The term of the Agreement is effective upon execution of both parties and shall expire when all deliverables have been completed. No portion of this Agreement shall

automatically renew, but may be subsequently renewed in writing upon agreement of the parties. The parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.

Limit of Appropriation. CentralSquare's fees shall be calculated at the rates set forth in the attached Exhibit A-2. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit A-2 is One Hundred Forty-Six Thousand, Nine Hundred Ninety-Four dollars 00/100 (\$146,994.00). In no case shall the amount paid by County under this Second Amendment exceed this Maximum Compensation without an approved change order. CentralSquare clearly understands and agrees, such understanding and agreement being of the absolute essence of this Second Amendment, that County shall have available the total maximum sum of One Hundred Forty-Six Thousand, Nine Hundred Ninety-Four dollars 00/100 (\$146,994.00), specifically allocated to fully discharge any and all liabilities County may incur concerning this Second Amendment. CentralSquare does further understand and agree, said understanding and agreement also being of the absolute essence of this Second Amendment, that the total maximum compensation that CentralSquare may become entitled to and the total maximum sum that County may become liable to pay to CentralSquare shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Forty-Six Thousand, Nine Hundred Ninety-Four dollars 00/100 (\$146,994.00).

Modifications. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

Conflict. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

- 6 **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 7 **Severability.** If any provision of this Second Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Second Agreement for each party remain valid, binding, and enforceable.

Data Dumps. The requirement that the County provide data dumps in the prescribed format within thirty (30) days of the Agreement signing as listed in CENTRALSQUARE'S Statement of Work on page 40 (included within Exhibit A-) is increased to a period of time not to exceed forty-five (45) days .

(Execution Page Follows)

Contract #25-IT-100545

IN WITNESS WHEREOF, this Second Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Second Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie
Information Technology Department

CENTRAL SQUARE TECHNOLOGIES, LLC

Signed by:

Ron Anderson

CA1F0990BA0C4F7...

Authorized Agent – Signature

Ron Anderson

Authorized Agent- Printed Name

Chief Revenue officer

Title

5/1/2025

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A-2: CentralSquare's Sales Order #: Q-167667

Exhibit B-2: Sole Source Letter

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EXHIBIT A-2

(CentralSquare's Sales Order #: Q-167667)



**SALES ORDER
PURSUANT TO EXISTING AGREEMENT**

This Sales Order is intended as a binding Agreement between Fort Bend Sheriff's Office, TX ("Customer") and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including Superior, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc. ("CentralSquare") and shall be effective as of the date of the last signature herein.

Quote Number: Q-167667 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

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

Payment Terms.

Software Licenses

100 % due on the Delivery Date*

Subscription

100 % due on the Delivery Date*

Services

50 % due on the Effective Date of this Sales Order

50 % due on the Completion of Services

Third-Party

100 % due on the Effective Date of this Sales Order

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

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

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

End User License Agreement. Software and Services for the products purchased under this Sales Order shall be governed by the End User License Agreement attached to this Sales Order as Appendix 1.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into

pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

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

CentralSquare Technologies, LLC	Fort Bend Sheriff's Office
1000 Business Center Drive Lake Mary, FL 32746	1410 Ransom Rd Richmond, TX 77469
By:	Signed by: <i>Ron Anderson</i>
Print Name:	Print Name: Ron Anderson
Print Title:	Print Title: Chief Revenue Officer
Date Signed:	Date Signed: 5/1/2025

**Quote prepared on:**

February 18, 2025

Quote prepared by:

Ashley Ainsworth

ashley.ainsworth@centralsquare.com

Quote #: Q-167667**Primary Quoted Solution:** PSJ Enterprise**Quote expires on:** August 05, 2025**Quote prepared for:**

Andy Patti

Fort Bend Sheriff's Office

1410 Ransom Rd

Richmond, TX 77469

281-341-4704

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

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CentralSquare DEMS Additional Storage (1TB) Subscription Fee	18	830.00	14,940.00
2.	CentralSquare DEMS Annual Subscription Fee	1	63,024.00	63,024.00
3.	CentralSquare DEMS Extended Video Library Annual Subscription Fee	1	2,210.00	2,210.00
			Software Total	80,174.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	CentralSquare DEMS Services - Fixed Fee - Migrate existing digital evidence and data from on-premises servers to a Genetec Clearance account. First year of storage is included. Price is per Terabyte (TB)	34,749.00
2.	CentralSquare DEMS Services Project Consulting - Fixed Fee	2,600.00
3.	CentralSquare DEMS Services - Fixed Fee - 8-hour block of remote custom development assistance	2,600.00
4.	Public Safety Consulting Services - Fixed Fee	3,900.00
5.	Public Safety Data Conversion Services - Fixed Fee	15,600.00
6.	Public Safety Project Management Services - Fixed Fee	5,070.00
7.	Public Safety Technical Services - Fixed Fee	5,460.00
Services Subtotal		69,979.00 USD
Discount		- 3,159.00 USD
Services Total		66,820.00 USD

MORE INFORMATION AT CENTRALSQUARE.COM



Quote prepared on:
February 18, 2025

Quote prepared by:
Ashley Ainsworth
ashley.ainsworth@centralsquare.com

QUOTE SUMMARY

Software Subtotal	80,174.00 USD
Services Subtotal	69,979.00 USD
Quote Subtotal	150,153.00 USD
Discount	- 3,159.00 USD
Quote Total	146,994.00 USD

WHAT ARE THE RECURRING FEES?



Quote prepared on:
February 18, 2025

Quote prepared by:
Ashley Ainsworth
ashley.ainsworth@centralsquare.com

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	80,174.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

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

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

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

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

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

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



Quote prepared on:

February 18, 2025

Quote prepared by:

Ashley Ainsworth

ashley.ainsworth@centralsquare.com

PURCHASE ORDER INFORMATION

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

Yes [☐] No [☐]

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

PO Number:

Initials:

Appendix 1

THIRD PARTY TERMS AND CONDITIONS

Genetec Terms of Service

This document defines Genetec's Terms of Service.

April 8, 2024

Thank you for choosing Genetec. This document (the “**Terms of Service**”) is a legal agreement under which Genetec Inc. (a Canadian corporation, located at 2280 Alfred-Nobel Blvd., Montreal, QC, H4S 2A4, Canada, below referred to as “**Genetec**”, “**we**”, “**us**”, or “**our**”) agrees to make available and provide services to its customer (the legal entity that you (as an individual) represent and on behalf of which are agreeing to these Terms of Service and have the full power and authority to bind contractually; and that customer is referred to below as “**Customer**”, “**you**”, “**your**”, or “**yours**”).

PLEASE READ THIS DOCUMENT CAREFULLY. These Terms of Service constitute a binding legal agreement between Customer and Genetec and contain important information regarding the scope and the duration of the Services, our right to change these Terms of Service, limitations of liability, warranty disclaimers, time limits for bringing warranty claims, and the scope of Customer’s rights and obligations. Customer’s (including its users’) use of our Services will mean that Customer has accepted the terms and conditions described below.

The individual accepting these Terms of Service, by doing so, certifies to have full legal authority to enter these Terms of Service on behalf of Customer and legally bind Customer under them.

1. Genetec Services

a. Types of Services. We provide three categories of “**Services**”: software as a-service and other similar hosted or cloud solutions (referred to as “**Cloud Services**”), various professional services related to our products and services (for example, consultancy services, training, design, and project management; referred to as “**Professional Services**”), and support services with respect to our products and services (referred to as “**Support Services**”). These Terms of Service apply and govern our provision of all these Services (except for the Genetec Advantage™ offering made available in relation to some of our products and provided under separate terms and conditions).

b. Procurement of Services. You may procure our Services through one of our authorized sales channels (referred to as “**Authorized Resellers**”). While the Services will be rendered by us under these Terms of Service, Authorized Resellers may have their own additional terms and conditions that will apply to your procurement of our Services through them (which will apply in addition to, and not in replacement of, these Terms of Service).

c. Customer Users and Representatives. We want to empower you to use our Services in a manner that supports your business needs, whether locally or internationally. We understand that, depending on your requirements, your users and representatives may consist of personnel engaged by you directly, by

your Group Members, or even by third-party suppliers providing services to you, but you will always remain accountable for your users' compliance with these Terms of Service. The expression "**Group Member**", when used in reference to either you or us (each as a party to these Terms of Service), refers to any legal entity that owns (through direct or indirect ownership of the majority of voting shares), is owned by, or is under common ownership with the party in question.

d. Service Add-ons. We may make available additional capabilities, enhancements, or other optional features or services in relation to our Services (each a "**Service Add-on**"). Procurement of Service Add-ons is optional. All provided Service Add-ons form part of the associated Services, and are, as a result, subject to these Terms of Service. Service Add-ons may also be subject to additional requirements which will be identified in writing before we provide you with those Service Add-ons.

e. Subscription-Based Services. Some Services are provided on a subscription basis only and may require a minimum commitment period of one year or more (as will be mentioned at the time of your subscription, when applicable). The term of each subscription-based Service will begin upon its activation or three months from the date of our acceptance of the order for that subscription, whichever comes first (commonly referred to as the "**start date**" of your subscription). All subscriptions are provided on a continuous basis, and we will not agree to pause or shorten the provision or the duration of any subscription-based Service for your convenience.

f. Renewal of Cloud Service Subscriptions. Upon expiration of a subscription term, your subscription to Cloud Services will automatically renew on the anniversary its start date for additional successive one-year terms each, unless you inform us in writing of your desire not to renew your subscription at least 30 days before its term expires, or if we inform you in writing at least 180 days before then. You must work with your Authorized Reseller to ensure that you have all the information that you may need (including pricing changes, if any) before your subscription renews. The above does not apply in jurisdictions that prohibit automatic renewal of subscriptions.

g. Subscription Changes. If you upgrade your Service subscription plan or add a Service Add-on during the term of your subscription, the associated charges for the plan upgrade or Service Add-on will be prorated to align with the expiration date of the subscription term of the main Service that the plan upgrade or Service Add-On relate to (unless stated otherwise at the time of your procurement of that plan upgrade or Service Add-on). You may not downgrade a subscription plan or remove a Service Add-on during the term of your subscription, and any such changes will apply only when your subscription term renews.

h. Allowed Use. You may only use our Services for your internal purposes, and not for distribution or resale. You may not use our Services (or any parts of them) to create products or services that could be reasonably considered to be competitive with our products or services. Our quotes and documentation may include additional limitations on use of certain Services (such as restrictions on use or delivery location, number of allowed users, storage caps, and so on).

i. Fair Use Policy. Our fair use policy governs situations where the actions of certain customers or their use of our Services pose a risk to or otherwise negatively affect us, our suppliers, or our other customers (for example, by generating an unreasonable or disproportionately large load on our networks, systems, or resources by comparison to other customers). If we identify that your actions or use of the Services violates our fair use policy, we will ask you to adjust your interaction with the Services accordingly

moving forward. We will be happy to discuss your needs and find a mutually agreeable solution, should you have any concerns, but if the situation persists, we reserve the right to slow down, limit, suspend, or terminate your use the Services, in whole or in part, without further notice and without liability to you or any of your users.

2. Cloud Services

a. User Accounts. Upon subscription to a Cloud Service, you may be invited to create an administrator account, through which you will be able to create other user accounts (including additional administrator accounts, where supported) and set applicable user privileges. You must ensure that all information provided as part of your accounts is true, complete, and accurate, and remains up to date throughout your subscription to the Cloud Services. You must protect your accounts with complex passwords and keep login and password details confidential. You may not create shared accounts (that provide multiple individuals access to one single account). You are fully responsible for the management of your accounts and for all activity that occurs under them.

b. Genetec Software. We may make available to you downloadable software applications in relation to your use of Cloud Services (for example, desktop or mobile clients; referred to as “**Supplied Software**”). Some features of Cloud Services may only be available through Supplied Software. You may be required to install the latest version of Supplied Software to continue using the Cloud Services or the relevant features. Supplied Software (including any such updates and upgrades) forms part of Cloud Services (which, for clarity, extends to how that term is used in these Terms of Service).

c. Genetec Hardware. Some Cloud Services may require use of our proprietary hardware. While you may purchase and own such hardware in general, in certain cases we may only make available our purpose-built hardware as part of your subscription to the relevant Cloud Services (referred to as “**Supplied Hardware**”). If we provide you with any Supplied Hardware, it will be uniquely identified and will remain our property. Access and use of Supplied Hardware is subject to the Hardware Addendum, available at www.genetec.com/legal/cloudhwa. The Hardware Addendum forms part of these Terms of Service. Supplied Hardware (including any such updates, upgrades, and replacements) forms part of Cloud Services (which, for clarity, extends to how that term is used in these Terms of Service).

d. Connected Experience. Supplied Software and Supplied Hardware were designed to operate with a continued quality internet connection to our backend systems empowering the Cloud Services. While they may continue to operate (at least in part) temporarily without an ongoing internet connection, a sustained interruption of connection to our backend systems will cause Supplied Software and Supplied Hardware to stop functioning until their connection to our backend systems is restored.

e. Service Availability. Our commitment to Cloud Service availability is outlined in the Service Level Addendum, available at www.genetec.com/legal/cloudsla. However, that commitment excludes and does not apply to Supplied Software and Supplied Hardware made available as part of any Cloud Services. The Service Level Addendum forms part of these Terms of Service.

f. Trials and Limited Releases. We may occasionally offer you access to Cloud Services or their features on a trial or limited release basis (such as prototypes or experimental features). Certain features and capabilities may be limited or not available in these cases. If you subscribe to a trial, we will grant you access to the relevant Cloud Service free of charge for up to 30 days from activation (unless we state

otherwise in writing). We will identify in writing any additional terms and restrictions applicable to the Cloud Services provided on a limited release basis prior to making them available to you. However, all information related to the scope, the limitations, and the performance of any Cloud Services or features provided on a limited release basis will be considered our Confidential Information (as defined in article 6 below). You understand that Cloud Services made available on a trial or limited release basis are not intended to be provided as standard commercial offerings, and they are provided ‘as is’ and ‘as available’. As such, our commitments to service availability do not extend to those Cloud Services and features, and we reserve the right to suspend your trial or limited release access at any time without advance notice.

g. Evolution. As technologies evolve, we may need to adapt the scope of our Cloud Services to provide our customers with the latest features and security protections, and to comply with the applicable legal obligations. This may occasionally include discontinuing features that are of low relevance to most of our customers. While we may make these changes without advance notice to our customers, we promise not to materially decrease any key features of Cloud Services without advising you in writing in advance.

h. Responsible Use of Our Technologies. Our Cloud Services and other Genetec Property (as defined in article 5 below) contain valuable Confidential Information of Genetec, which may include trade secrets, and its unauthorized disclosure or use may cause significant and irreparable harm. You may not – and may not encourage, assist, or permit any other person to – modify, decompile, deconstruct, reverse engineer, or otherwise tamper with any Cloud Services or other Genetec Property, in whole or in part (including any underlying technologies, systems, networks, and services), or create any derivative works of them or from them. You may not copy, sell, rent, distribute, license, sub-license, or otherwise make available our Cloud Services or other Genetec Property to third parties (in whole or in part). This does not restrict you from appointing any individuals as users of the Cloud Services (in accordance with paragraph 1.c above), or from configuring or otherwise using standard features and options of our Cloud Services, in a manner covered in our standard technical documentation.

i. Third-Party Services. Cloud Services may enable you to access and use third party software or services through integration of third-party offerings (“**Third-Party Services**”). You agree that any integrations and access to Third-Party Services in association with our Cloud Services are provided for your convenience only. We do not endorse any Third-Party Services, nor do we make any representations or provide any warranties whatsoever with respect to any of them. Third-Party Services are not part of Cloud Services, and they are provided to you in accordance with their respective terms and conditions. You alone are responsible for obtaining all appropriate rights to access and use all Third-Party Services in association with the Cloud Services and complying with the terms and conditions applicable to their use. For clarity, third-party login authentication services that you may use to log in to your Cloud Services accounts are considered Third-Party Services.

j. Acknowledgements. Supplied Software may include software programs or code developed or licensed to us by third parties. As part of our obligations, we committed to recognizing the intellectual property rights of their respective developers and owners. The list of these third-party components and other information required under those third-party licensing terms is included in our standard technical documentation. You may also find a copy of that list at www.genetec.com/legal/tpslst.

k. Performance Data. To ensure that we provide you with the best customer experience and deliver on our obligations under these Terms of Service, we collect and generate various diagnostic, usage, and other performance data in relation to our provision of Cloud Services to you and to other customers (collectively referred to as “**Performance Data**”). Performance Data allows us to understand how our Cloud Services perform in various circumstances, forecast data storage and other resources, resolve technical issues, develop and improve our features and capabilities, generate consumption and billing reports, and make available relevant insights and trends to our customers. While the collection of certain basic Performance Data is required and is enabled by default as part of your use of our Cloud Services, we will only collect additional optional enhanced Performance Data if you provide your consent by activating the corresponding function in the configuration page of the relevant Cloud Services. While the enhanced Performance Data may enable us to provide you with some additional capabilities (such as advanced analytics and reports), the use of these features is optional and is entirely at your discretion. Please refer to our privacy notice and our standard technical documentation for more information.

3. Professional Services

a. Types of Professional Services. We provide various Professional Services in relation to our products and services. Depending on the nature and the scope of each project, as well as on your needs, Professional Services may be provided on a time-and-material basis, on a fixed budget, or on a defined deliverables basis. To ensure a smooth and timely delivery of all Professional Services, both you and Genetec must keep each other informed of any changes, dependencies, constraints, delays, and other factors that may affect our ability to provide you the requested Professional Services.

b. Statements of Work. If you ask us to provide Professional Services, we will determine and advise you whether a dedicated statement of work (or “**SOW**”) is required to document the details of your project (such as the scope of deliverables, the parties’ respective responsibilities, and other terms that may apply to the provision of our Professional Services). Both we and you must review and sign each SOW for it to be valid. Each SOW will be subject to the Professional Services Terms available at www.genetec.com/legal/psterms, which will apply in addition to these Terms of Service.

c. Standard Scope Projects. If we determine that the nature and the scope of the requested Professional Services do not require a dedicated SOW (for example, training sessions on Genetec products or services), the Professional Services will be provided to you in a manner and within the scope outlined in our standard technical documentation, our quote, or a project scope document issued by us.

4. Support Services

a. Support Commitment. The scope of our Support Services varies depending on the nature of the Genetec product or service and the level of involvement of the Authorized Reseller through which such product or service was procured. Our commitment to providing Support Services always consists of using commercially reasonable efforts to resolve situations where our products or services do not perform in accordance with our relevant standard technical documentation during the applicable warranty period, all in a manner outlined in this article 4. Our ability to resolve issues is limited to aspects that are under our control.

b. Obtaining Support. Unless we specifically state otherwise in these Terms of Service or in our standard technical documentation related to the applicable Genetec product or service, the Authorized Reseller is responsible for handling all of your support requests in the first instance. This means that the applicable support commitments will be documented in your agreement with the Authorized Reseller and will not be covered by these Terms of Service. The Authorized Reseller will determine whether our assistance is required (due to the complexity or the nature of your issue) and will engage with us directly on the basis of our agreement with them. That said, subscriptions to Cloud Services may include access to Support Services directly from us, too, under certain conditions. In any event, we will give you access to our standard technical documentation, user guides, and other self-help tools in relation to your use of our products and services.

c. Effective Collaboration and Technical Training. We may require that your and our support personnel work together to find and reproduce the issue and implement workarounds or fixes. To streamline the resolution of complex technical issues, we may also require that any individual who requests Support Services on your behalf have first successfully passed technical training on the affected Genetec products and services. We will bring this requirement to your attention in advance, if applicable.

5. Ownership

a. Customer Property. You are and remain the owner of all rights (including intellectual property rights), title, and interest in and to all **"Customer Property"**, which is comprised of (i) your Confidential Information (including any personal data pertaining to you or your users), (ii) all information, materials and other data uploaded to or generated as part of your use of our Cloud Services (including your user accounts), excluding our Performance Data (referred to as **"Customer Content"**), (iii) all information, materials, specifications, instructions, and other data that you may share with us in relation to our provision of any Professional Services or Support Services to you under these Terms of Service (referred to as **"Customer Materials"**), (iv) any intellectual property that was created by or licensed to you prior to or independently from our provision of Services (referred to as **"Customer Preexisting IP"**), and (v) all Customer Acquired IP (as defined further below in this article 5).

b. Permission to Use Customer Property. We may need and be provided access to Customer Materials, Customer Content, and other Customer Property in relation to our provision of Services to you. You hereby grant us a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, royalty-free, fully paid-up, enterprise-wide (covering our relevant Group Members), worldwide (subject to applicable laws) right and license to use such Customer Property to the extent necessary for us to provide you with the Services in a manner outlined in these Terms of Service.

c. Genetec Property. We are and remain the owner of all rights (including intellectual property rights), title, and interest in and to all **"Genetec Property"**, which is comprised of (i) our Confidential Information, (ii) any intellectual property that was created by or licensed to us prior to or independently from our provision of Services, including without limitation all Cloud Services, Supplied Software, our trademarks, and product or service documentation (referred to as **"Genetec Preexisting IP"**); (iii) New IP (as defined below), (iv) Supplied Hardware, and (v) Performance Data.

d. Permission to Use Genetec Property. To the extent that we provide you with any Genetec Property as part of or in relation to our provision of Services to you under these Terms of Service, we hereby grant you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, royalty-

free, fully paid-up, enterprise-wide (covering your relevant Group Members), worldwide (subject to applicable laws) right and license to (i) download, install, and use Supplied Software as part of and during your subscription to the relevant Cloud Services (including any software updates and upgrades you may be eligible to receive as part of your subscription to the Cloud Services), (ii) use Genetec Preexisting IP and New IP provided to you as part of our deliverables under a SOW in a manner, for the purpose, and to the extent documented in that SOW, and (iii) use such other Genetec Property that may be provided by us to you as part of our Services during the term of our provision of the relevant Services. The above licenses are valid only so long as the relevant Genetec Property is used in the form made available by us, and in accordance with these Terms of Service and our accompanying standard technical documentation.

e. New IP. In general, the deliverables that we agree to provide to our customers as part of Professional Services consist of modifications to our products and services, and we would not engage in projects that may result in the creation of intellectual property not owned by us. Therefore, if any new intellectual property is created or reduced to practice in relation to our provision of Services to you under these Terms of Service (referred to as “**New IP**”), it will be owned exclusively by us, unless we and you explicitly agree otherwise in the relevant SOW and specifically identify any New IP as being “**Customer Acquired IP**” (and, as a result, being owned by you).

f. Feedback. We always welcome your thoughts, feedback, ideas, and suggestions on how to improve our products and services (“**Feedback**”) to make them better and more suitable for your needs. You may at your own discretion from time to time choose to share Feedback with us. When you do so, you understand that you allow us to use your Feedback to improve or develop new websites, products, services, or features, and that you grant us a non-exclusive, transferable, assignable, sublicensable, irrevocable, perpetual, royalty-free, fully paid-up, enterprise-wide (covering our relevant Group Members), worldwide (subject to applicable laws) right and license to adapt, transform, reduce to practice, use, reproduce, distribute, and otherwise utilize your Feedback at our discretion (but without references to you).

6. Confidentiality and Data Protection

a. Obtaining Confidential Information. Both we and you may obtain certain non-public “**Confidential Information**” about the other party’s business, operations, plans, technologies, and products in relation to our provision of Services to you under these Terms of Service. The expression ‘Confidential Information’ includes all information that is either identified as proprietary or confidential, or that should be understood to be proprietary or confidential by a reasonable person (due to its nature or to the circumstances surrounding its disclosure). However, that expression excludes information that: (i) is or becomes known to the public without breach of these Terms of Service; (ii) is developed independently by the party receiving such Confidential Information without use of the disclosing party’s Confidential Information; and (iii) is rightfully received by the receiving party from an unaffiliated third party without restriction on disclosure and without breach of these Terms of Service.

b. Using Confidential Information. Each party agrees that it will (i) only disclose the Confidential Information of the other party to its own authorized representatives on a need-to-know basis, and use it only as necessary to fulfil its respective obligations under the Terms of Service; (ii) protect it from unauthorized use and disclosure through appropriate technical and operational safeguards that it uses to protect its own confidential information (and using, at a minimum, a reasonable degree of care); and

(iii) return or destroy it upon request from the disclosing party, and in any event upon termination of these Terms of Service, although the receiving party may preserve such Confidential Information of the disclosing party as is required to comply with applicable laws so long as any such preserved Confidential Information remains subject to these confidentiality terms. These confidentiality obligations will remain in effect for three (3) years following the termination of these Terms of Service.

c. Data Protection. We have implemented and will maintain throughout our provision of Services relevant administrative, physical, and technical measures designed to protect Customer Property from unauthorized access and disclosure. These measures reflect the requirements under various stringent industry frameworks, including SOC 2 (assessing services, systems, policies, processes, and people for effectiveness against the five principles of trust: security, availability, processing integrity, confidentiality, and privacy), ISO 27001 (covering information security management by addressing people, processes, and technology systems), and ISO 27017 (covering information security management for cloud service providers). These measures will evolve over time to remain relevant and effective. To learn more about our data protection practices, please visit our Trust Center at www.genetec.com/trust-cybersecurity and our Compliance Portal at compliance.genetec.com.

d. Personal Data. We respect our customers' privacy. To be able to provide you with Services, we may need to access, collect, and store certain personal data. We may also need to share such information with our licensors and partners who assist us in providing these Services. The objectives and the scope of our collection, use, and disclosure of any personal data are outlined in our Global Privacy Notice, available at www.genetec.com/legal/privacy. If you expect to disclose to us any personal data in relation to your use of any Services, you must obtain all legally-required consents and approvals of the affected individuals to allow us to handle their personal data to provide you with the relevant Services. The laws of certain countries and territories may impose additional restrictions on the handling of personal data of their respective residents. If either we or you determine that such additional terms should apply to our handling of your personal data, then you or us can require that we and you enter into a data processing agreement in the form available at www.genetec.com/legal/dpa (or "DPA"). Once the DPA is signed by both parties, it will replace this paragraph and control how we handle your personal data in relation to our provision of Services to you under these Terms of Service. You understand that, by using our Services, we will handle your personal data as outlined above in this paragraph.

7. Duration, Suspension, and Termination of the Services

a. Term. These Terms of Service will apply between you and us upon your procurement of any Service covered by these Terms of Service (whether as a one-time transaction, a subscription, or as a trial), and will remain in full force and effect until it is terminated in accordance with one of the paragraphs below in this article 7.

b. Termination of Services. Subscription-based services may be terminated through their non-renewal in a manner covered in paragraph 1.f above. Professional Services may be terminated in accordance with the terms of the relevant SOW and the Professional Services Terms, as applicable. Support Services provided to you with regards to any Cloud Service will terminate with the termination of your subscription to that Cloud Service. If we provide any other Support Services to you directly (as reflected in article 4 above), then those Support Services will terminate upon expiration of the applicable support coverage period for the affected Genetec product or service, as specified in our accompanying standard

technical documentation. The Services (or these Terms of Service) may also be terminated (entirely or in part) as specifically stated in other paragraphs of these Terms of Services.

c. Termination for Inactivity. These Terms of Service will terminate automatically if, for 90 consecutive days, you have no active subscription to any Cloud Services, there are no active orders or SOWs for the provision of any Professional Services, and you have no Genetec products or services in relation to which we may be required to provide Support Services to you under these Terms of Service.

d. Termination for Breach. Each party may terminate these Terms of Service (entirely) or any Services provided under them if the other party breaches any obligation under these Terms of Service and fails to remedy the situation within 15 days following receipt of a written notice to that effect from the non-breaching party. However, if the breach is not capable of being remedied (due to its nature), then no remedy period will be required, and that termination will be effective as of the date stated in the written notice given by the non-breaching party to that effect. For clarity, breach of your obligations under any of the following paragraphs will be considered a material breach of these Terms of Service: 1.h (Allowed Use), 2.h (Responsible Use of Our Technologies), 5.d (Permission to Use Genetec Property), and 8.a (Customer Promises).

e. Suspension. Without limiting our termination rights, we may suspend or limit your access to or use of the Services, in full or in part, without prior notice to you, if we determine that you access or use our Services in violation of these Terms of Service or in a manner that poses a serious risk to us or to others (such as our licensors, suppliers, or other customers).

f. Effect of Termination. Upon termination of any Service: (i) we will stop providing you with that Service, (ii) all licenses provided to you as part of that Service (including to any Supplied Software and any other Genetec Property) will terminate (which also means that you must stop using and uninstall all Supplied Software from all your devices, although you may keep a copy of it for regulatory compliance purposes); (iii) we will promptly return to you all tangible Customer Property and permanently destroy all intangible Customer Property in our possession, so long as it is not required for our provision or your use of other Services, and (iv) you will promptly return to us all tangible Genetec Property (including any Supplied Hardware, which must be handled in accordance with the terms of the Hardware Addendum) and permanently destroy all intangible Genetec Property in your possession, so long as it is not required for our provision or your use of other Services. You are responsible for backing up all Customer Content prior to the termination of the affected Cloud Service. However, to help you avoid loss of Customer Content upon termination of a Cloud Service, we will keep it in a dormant state in your account for one month following that termination, after which it will be deleted in accordance with our data retention policy. Both you and us may request that the other party issues a signed certificate confirming its compliance with the above requirements. The termination of these Terms of Service in their entirety will be handled by addressing the termination of each active Service separately in accordance with the terms outlined above in this paragraph.

g. Survival. All articles and paragraphs of this document that are intended (due to their nature or for the interpretation these Terms of Service) to remain in effect after its termination will survive and continue to apply between you and us despite any termination of these Terms of Service. This includes (but is not limited to) the following: 1.c, 1.h, 2.a, 2.b, 2.c, 2.h, 5, 6, 7.e, 7.g, 8, and 9.

8. Warranties, Indemnities and Limitation of Liability

a. Customer Promises. By using our Services, you represent and warrant that you have all necessary permissions, authorizations, and consents to use the Services in a manner described in these Terms of Service, and you have taken and will take such steps as may be necessary to ensure that your use of the Services complies with the applicable laws. The above also means that you may not use our Services in a manner or for any purpose that is unlawful, fraudulent, abusive, or that otherwise breaches any applicable laws, including those pertaining to the privacy and property rights of others. It also means that you may not access or otherwise use our Services or any Genetec Property in a manner that would violate any exports controls or trade sanctions imposed by Canada or the United States. You are fully liable for your users' use of the Services and their compliance with these Terms of Service, including for all their actions and omissions.

b. Genetec Promises. We warrant that we have all necessary permissions, authorizations, and consents to provide you the Services as described in these Terms of Service, and we have taken and will take such steps as may be necessary to ensure that our provision of the Services complies with applicable laws. We also warrant that our Services will be carried out with reasonable care and skill, in accordance with prevailing good industry practices and standards. We also warrant that throughout the term of your subscription to any Cloud Services, they will perform in all material respects in accordance with these Terms of Service and our accompanying standard technical documentation, so long as you use them in accordance with such documentation. If we do not meet the warranties above, we will, at our option and cost, and as your only remedy for our breach of these warranties, either reperform the Services that do not comply with this warranty or refund the fees that you paid for the provision of the affected Services (or, in the case of any subscription-based Services, refund any prepaid subscription fees corresponding to the period between the date of your warranty claim and the end of your prepaid subscription term), so long as you identify the relevant issue amounting to a breach of our warranty within sixty (60) days from the date of provision of the relevant Services.

c. Disclaimer of other warranties. Except for the warranties described above in this article 8, to the maximum extent allowed by applicable laws, we make no promises and give no warranties with regards to the Services or any other Genetec Property, including without limitation with regards to their performance, availability, coverage, uninterrupted availability or operation, security, or that of any software, hardware, services, connections, networks, or third-party services used or provided in association with our Services. Except as specifically stated in these Terms of Service, all Services (including any software and hardware provided in association with them) are provided 'as is' and 'as available', without any representations, warranties, or conditions whatsoever, including, without limitation, any warranties of title, security, non-infringement, merchantability, quality, availability, or fitness for a particular purpose.

d. Indemnification by Genetec. We agree to defend you against, or settle, any demands, claims, causes of action, suits, and proceedings (each referred to as a "**Claim**") brought against you by any unaffiliated third party alleging that any Genetec Property or Customer Acquired IP licensed or provided to you as part of the Services rendered to you by us under these Terms of Service infringe or misappropriate such third party's intellectual property rights, and we agree to indemnify and hold you harmless from any damages, attorney fees and legal costs finally awarded against you by the competent court, or the amounts payable by you under a settlement approved by us in writing, as a result of such Claim, provided that you promptly give us a written notice of such Claim, give us full control of the defense or settlement of the Claim (but you will still need to approve any settlement in writing, although the

approval must not be unreasonably withheld), and provide us with all reasonable assistance at our expense. In the event of any such infringement or misappropriation Claim brought or threatened against you, we may, at our option: (i) obtain for you the right to continue to use the affected Genetec Property or Customer Acquired IP; (ii) replace or modify such Genetec Property or Customer Acquired IP so it becomes non-infringing; or (iii) if we determine that the resolutions described in items (i) and (ii) are not reasonably practicable, then we may end your access to the relevant Genetec Property, Customer Acquired IP, or the associated Services, and refund you for any fees paid for such Genetec Property, Customer Acquired IP, or the associated Services (or, in the case of any subscription-based Services, any prepaid fees corresponding to the period between the date of our notice asking you to stop using the affected items or the related Services and the last date covered by your prepayment). The above obligations will not apply to any Claim that results from modifications to Genetec Property or Customer Acquired IP that were not made by us or authorized by us in writing, from any use of Genetec Property or Customer Acquired IP in violation of these Terms of Service, or from any items not provided by us. This paragraph outlines our entire liability and your sole remedy with respect to any Claims concerning infringement or misappropriation of third-party intellectual property rights.

e. Indemnification by Customer. You agree to defend us against, or settle, any Claims brought against us by any unaffiliated third party alleging that any Customer Property (other than any Customer Acquired IP) infringes or misappropriates such third party's privacy or intellectual property rights, or otherwise violates any applicable laws, and you agree to indemnify and hold us harmless from any damages, attorney fees and legal costs finally awarded against us by the competent court, or the amounts payable by us under a settlement approved by you in writing, as a result of such Claim, provided that we promptly give you a written notice of such Claim, give you full control of the defense or settlement of the Claim (but we will still need to approve any settlement in writing, although the approval must not be unreasonably withheld), and provide you with all reasonable assistance at your expense.

f. Limitation of Liability. Except for the parties' respective confidentiality and indemnity obligations under these Terms of Service, to the maximum extent allowed by applicable laws, neither we nor you will be liable to the other party for any special, exemplary, indirect, incidental, consequential, or punitive damages, regardless of the theory of action. We will not be liable for any loss or corruption of any Customer Content or Customer Materials, or for any costs or expenses associated with backing up or restoring any of such Customer Content or Customer Materials. Our total aggregate liability for all Claims by you under these Terms of Service or in association with any Services will be limited to the amounts paid by you for the provision of such Services during the twelve (12) months immediately preceding the occurrence of the event giving rise to your Claim.

9. General

a. Contact information. If you wish to contact us for matters related to these Terms of Service, please write us at: Genetec, 2280 Alfred-Nobel Blvd., Montreal, QC, H4S 2A4, Canada, c/o Legal Department, with a copy to legal@genetec.com. If we need to contact you for matters related to these Terms of Service, we will use the contact information that you last provided to us. Please promptly inform us of any changes to your contact information. All notices will be deemed delivered on the date shown on the postal receipt, or on the courier, or electronic mail confirmation of delivery.

b. Force Majeure. You understand that circumstances outside of our reasonable control (such as, without limitation, fires, floods, pandemics, sabotage, large scale outbreaks of computer virus, malware

or other malicious code, strikes, riots, wars or other military action, civil disorder, acts of terrorism, internet or power outages, or the like) may cause delays in our ability to perform the Services. You understand that we will have no liability whatsoever towards you and your users for any damages resulting from any delay or incapacity to perform any affected Services due to any such event taking place.

c. Waiver. The failure by a party to fully enforce any of its rights under these Terms of Service does not affect the right to require such performance at another time, nor must any failure or delay to enforce any right or privilege by a party under these Terms of Service be interpreted as a waiver of such right or privilege by that party.

d. Severability. If any part of these Terms of Service is held by a court of competent authority to be invalid, unenforceable, or otherwise contrary to the law, that part will be considered automatically changed and interpreted to best accomplish the objectives of the original text to the fullest extent allowed under that law. In any event, the remaining parts of these Terms of Service will remain in full force and effect.

e. Modifications to these Terms of Service and Other Documents. As the scope and the privileges associated with our Services are designed to evolve over time, they may require us to keep these Terms of Service up to date. As such, we may update these Terms of Service (including any addenda) and other documents referenced here at any time by posting the new versions on our website. If we have a notification email address associated with your account on record, we will also send you an email to inform you of any such revision. Unless our email to you states a different validity date, the revised terms will become effective and apply to you thirty (30) days from your receipt of our email or from the date of their publication on our website, whichever occurs first.

f. Transfer of these Terms of Service. Neither party may assign or otherwise transfer these Terms of Service or any of its rights or obligations hereunder to any person or entity, in whole or in part, without the other party's prior written consent. However, we may assign or transfer these Terms of Service to a Group Member by giving a written notice to that effect to you. Any attempted assignment or transfer by you in violation of this requirement will be void and unenforceable against us.

g. Dispute Resolution. The governing law defined below in this paragraph, except for conflict of laws principles, will apply to interpret and enforce these Terms of Service. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Each party irrevocably and unconditionally waives the right to a trial by jury in any claim to the extent allowed by applicable laws. All disputes arising out of or in connection with these Terms of Service or the provision of any Services under this document that cannot be resolved amicably must be exclusively and finally settled in the competent courts, as specified below in this paragraph. However, each party may seek injunctive or other equitable relief in any other jurisdiction (under the applicable laws of such jurisdiction) to protect its interests in case of any breach or infringement of its rights related to intellectual property or confidentiality in such jurisdiction. For the purpose of this paragraph, if your address of incorporation is located (i) in Canada, then the laws governing these Terms of Service will be the laws of Ontario, Canada, and the competent courts will be those based in Ottawa, ON, Canada; (ii) in any country in North America or South America other than Canada, then the governing laws will be the laws of Massachusetts, USA, and the courts based Boston, MA, USA; or (iii) anywhere else in the world, then the governing laws will be the laws of England and Wales, UK, and the courts based in London, UK.

h. U.S. government users. If you are an entity of the U.S. Government, or if these Terms of Service otherwise become subject to the Federal Acquisition Regulations (FAR), the Defense Federal Acquisition Regulations (DFARS) or similar regulatory regimes, our Services, our software and hardware, and any related documentation are “commercial items” in accordance with the applicable regulations.

i. Interpretation and Entire Agreement. These Terms of Service, together with all the addenda and other documents mentioned above, constitute the entire agreement between you and us with regards to the subject matter covered in this document, and replaces any other communications and agreements between you and us. In the event of any inconsistency or conflict between these Terms of Service and any addenda or other documents referenced in this document, the terms outlined in these Terms of Service will prevail, unless it is specifically stated otherwise (either in this document, in any applicable addendum, or another document referenced above).

These Terms of Service have been last updated on April 8, 2024. The latest version of these Terms of Service may be found at www.genetec.com/legal/tos. We invite you to subscribe to the legal notifications in our communications preference center (at www.genetec.com/preference-center) to, among other things, be notified of any major changes to this document.

EXHIBIT B

Statement of Work
(Attached)



STATEMENT OF WORK

Fort Bend County Sheriff, TX

Addition of DEMS

Version 1.3

Fort Bend County Sheriff, TX
Addition of DEMS

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Document Control

Date	Version	Details/Changes	Author
6/26/2023	1.0	Initial Draft	Jon Pitt
6/29/2023	1.1	Modified Data conversion Language. Grammatical tidy-up. Merged new DEMS language in.	Jon Pitt
8/30/2023	1.2	Merged latest DEMS language in. Added Data Conversion Appendix and edited.	Jon Pitt
11/15/2024	1.3	Updated Per updated quote from DEMS/Genetec	C. Roth

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Fort Bend County Sheriff, TX
Addition of DEMS

1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the “Agreement”) between CentralSquare Technologies, LLC (CentralSquare) and **Fort Bend County Sheriff, TX** (“Customer”).

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement (collectively the “Project”).

Statement(s) of Work for applicable CentralSquare Subcontractor(s) are presented in Appendix E – Subcontractor(s) Statement(s) of Work.

The framework of deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD); User and Administrator Documentation and training materials.

The number and type of software licenses, products, or services provided by CentralSquare, or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors’ SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

1.2 Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- Change Management is a collective term for all approaches to prepare, support, and help individuals, teams, and organizations in making organizational change.

-
- Change Management Process is a series of actions or steps taken in order to achieve individual, team, or organizational change.
 - FBI CJIS Security Policy means the Federal Bureau of Investigations Criminal Justice Information System Security Policy. The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of criminal justice information (CJI), whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI.
 - Modification means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in Appendix A, Statement of Work. The CentralSquare Software is not custom software, and as such, at CentralSquare's discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all CentralSquare customers; or as applicable, made available as a separate module or function, separately licensed and priced.
 - Process is a series of actions or steps taken to achieve a particular end.
 - Project Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.
 - Project Schedule means the schedule providing dates and timeframes for completion of tasks and deliverables during this Project. The Project Schedule is subject to change at the mutual agreement of CentralSquare and Customer as further described in this SOW.
 - SME is an acronym for subject matter expert, an individual with a deep understanding of a particular topic.
 - Subsystem means each of the applications described in the Statement of Work including its equipment, other hardware, and software. In most cases, the Subsystem software will share equipment. Applicable Enterprise core applications, e.g. CAD Enterprise, Mobile Enterprise, Records Enterprise, Jail Enterprise are defined as Subsystems.

- Task Completion Reports (TCR) is a formal document presented to the Customer that acknowledges completion of a major task or event.
- Work Hours:
 - Business hours are defined as Monday – Friday, 8:00am-5:00pm ET
 - Default training hours are defined as:
 - Remote Training: Monday - Friday, between 8am-5pm Local Time based on the actual duration of the class.
 - On Site Training: Tuesday – Friday, between 7am-10pm Local Time based on the actual duration of the class.
 - Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

1.3 General Customer Responsibilities

In addition to those Customer responsibilities stated elsewhere in this SOW, Customer is responsible for the following:

- Electrical facilities – cabling, network communications, telephone, other voice/data connections and peripherals for system workstations and mobiles for production and training use
- Providing information to CentralSquare staff on network infrastructure, including any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with CentralSquare documentation.
- The installation, configuration, maintenance (including patch management and upgrades of Microsoft software on Workstations and Mobiles.
- Any hardware and third-party software or services necessary for implementing the System that is not listed in the Agreement as a CentralSquare Deliverable (not listed as a line item in the Solution(s) and Services Fee Schedule of the Agreement). This includes workstations, server hardware not included with managed server/hosted solutions, network equipment, telephone or TDD equipment, performance test

software, Microsoft licenses, Hypervisor licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.

- Configuration, maintenance, testing, and supporting the Third-Party Systems that Customer operates and which will be interfaced with as a part of this project.
- Consoles, furniture, or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles, or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of Customer.
- The Customer is responsible for providing remote connectivity to CentralSquare for the purpose of installation, configuration, testing, and troubleshooting of any CentralSquare applications at Customer site. CentralSquare's approved remote connectivity methods are described in the System Planning Guide and Appendix J.
- Connect and configure any Third-Party hardware (including but not limited to: Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, Signature Pads, and dongles) to Customer workstations, if these services are not explicitly sold in the System Agreement.
- Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the Project. Examples of such implementation sessions are System Orientation, Validation and Readiness, Functional Testing, Training, regular Project meetings, discussion regarding Interfaces, network planning and system installation planning.
- The provision of data as requested by CentralSquare. This information must be provided on a timely basis to meet the project timelines. This information will be provided in a format requested by CentralSquare staff in accordance with CentralSquare documentation.
- If Onsite Training is purchased, provide a facility with the required computer and audio-visual equipment for training.
- Provision of facilities and electrical power for CentralSquare staff while onsite.

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- The project timeline will require a commitment by Customer staff to attend project meetings, attend training, and execute action items within the mutually agreed upon defined time parameters in the project schedule.

1.4 Project Exclusions

CentralSquare provides software applications that it develops. These applications are sold as is and are “Commercial Off the Shelf” (COTS) software packages. The functionality of these products will be based on CentralSquare’s current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

- Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.
- Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.
- Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- CentralSquare is not responsible for the deficiencies in Customer’s internal or Contracted network to support Enterprise Suite workstations\mobiles.
- This project does not include creation or modification of GIS data by CentralSquare staff.
- CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services that comprise the System for use by Customer's Public Safety Organization(s). The individual Subsystems to be provided comprise the overall System. The Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all Server and User Licenses, Standard and Custom Interfaces, as well as other CentralSquare tools and utilities.

Project Management services per the Agreement and in accordance with the approved plan outlined in Section 6, Project Execution, and corresponding schedule for project.

All installation and configuration activities, as well as upgrades for this project will be performed remotely.

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. CentralSquare has implemented process gates to ensure completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Agreement.

All project services will be performed during normal business hours, defined above. If Customer desires to perform the services outside of these hours, additional fees will apply.

3 CENTRALSQUARE PROJECT ROLES AND RESPONSIBILITY

3.1 Overview

CentralSquare will appoint a team of specialized personnel that will implement the Project under the direction of CentralSquare's Project Manager. The team will be multi-disciplinary, and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by CentralSquare will be discussed with and agreed upon by Customer in advance. Such an agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the CentralSquare Project Manager to complete the requirements of the Project.

3.2 CentralSquare Project Manager

CentralSquare has appointed a CentralSquare Project Manager as the principal CentralSquare contact who will be responsible for managing CentralSquare's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Agreement.

The Project Manager uses a standardized methodology for project implementation, project management, and risk identification and management. CentralSquare's Project Manager is responsible for Project scheduling and management of CentralSquare Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with Customer's Project team. The CentralSquare Project Manager will be responsible for the collaborative coordination of Customer resources to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the Kickoff Meeting and continuing through post Go-Live Project closure activities. The Project Manager will be an active participant in many of the milestone events throughout the course of the Project. The Project Manager will organize a bi-weekly Project status call with Customer and necessary Project team members. Additionally, the Project Manager will provide the Customer with a written Project status report on a monthly basis, as further defined in this SOW.

3.3 Records Enterprise Professional Services Consultant

Records Enterprise Business Consultant(s) participate in various activities throughout the implementation of each of these subsystems. They are primarily responsible for conducting the System Orientation with Customer to observe and evaluate Customer's current business practices and make recommendations for improving efficiency and areas that need to be reviewed. They also conduct Administration Training, assist Customer through Functional Acceptance Testing (FAT) for Records, and provide consulting support throughout the Project implementation life cycle.

After the completion of the Records Administration & Review training session, ownership for continued system build and maintenance transfers to Customer. At this stage, the Professional Services Consultant will serve as a consultant for Customer's further configuration of Customer's system until Customer's system is in live operation. These activities are described in later sections of this SOW.

Training for Records Enterprise is provided by CentralSquare Consultants and is described in the training sections of this document.

The Business Consultant may be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

3.4 Technical Services Engineer - Installation

The Technical Services Engineer (TSE-I) is responsible for installation and integration of CentralSquare onto the system hardware that is identified for this Project. This team works closely with Customer's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

3.5 Data Conversion Engineer

The Data Conversion Engineer (DCE) is responsible for the Data Conversion work on the System, to include scoping, planning, coding and executing the Data Conversion elements.

3.6 Product Support

Product Support functions as technical support for all subsystems as purchased by the Customer. During the project, support issues are managed through Product Support by the CentralSquare Project Manager. After Go-Live, it is the Customer's responsibility to report issues, troubleshoot and coordinate with Product Support as defined in the Agreement and the Software Support Agreement.

3.7 Account Manager

The Account Manager is an important resource to Customer throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general Customer service requests, manage requests for new software and services, and aids with planning technology upgrades post system Go-Live.

Having the Account Manager participate as a key Project member provides an enhanced level of continuity for the Customer as they continue their relationship with CentralSquare.

4 RECOMMENDED CUSTOMER ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the subsystems in a manner that meets Customer's operational needs requires collaboration with Customer's team. In general, the Customer's Project team should include staff experienced in the operation and administration of Customer's current public safety technology systems as applicable to the scope of this project. Such teams may include other users and stakeholders. These "subject matter experts" need to be engaged through the course of the Project from initiation until live operations and may be involved in the support and maintenance of the system and subsystems after Go-Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. A more detailed assessment of time commitment and cadence of commitment will be found in the Project Plan. Customer may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. Customer needs to periodically assess its staffing needs based on changes in Customer's operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the Customer, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of Customer's System to include the technical and business processes. The Application Administrator as well as the System Administrator are very key to the success of the Project. It is paramount that Customer develops this team during the implementation process so that Customer successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

4.2 Project Manager

The Customer's Project Manager is the principal Customer contact who will manage a team of Customer Project personnel. Customer's Project Manager manages and coordinates Customer's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review, and approval of Task Completion Reports (TCR), Project management plans, applicable configuration sheets, OSDs, approval of the Project documentation and Functional Test, and management of Customer's staff. Additionally, Customer's Project Manager is responsible for coordinating the efforts, activities, and communications between CentralSquare and third-party vendors that are not CentralSquare Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

Customer's System Administrator is the individual primarily responsible for managing the technical back end of the System components, including Windows, SQL Server, network, hardware, data back-ups, log management, workstations and peripherals for any on-premise components and the Customer's network. This individual is the primary technical point of contact representing the Customer.

As identified in the Agreement and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network components for any on-premise components are the responsibility of Customer. Customer needs to plan for support and maintenance through the development of Customer resources, other departments within Customer's organization, or by Contracting for such services. The Customer should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with CentralSquare documentation) on computers as needed for current operations and system upgrades; 4) monitoring, management and maintenance of Customer's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with CentralSquare documentation); 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management; and 6) creation, maintenance and renewal of certificates of on-premise systems.

For cloud hosted deployments CentralSquare is the System Administrator for the cloud hosted components of the system. The Customer System Administrator role is limited to

the Customer's network and any on-premise components of the system such as workstations, on-premise servers, and network equipment.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access.

4.4 Records Enterprise Administrator

The Records Enterprise Administrator will have the responsibilities for the implementation, configuration, and maintenance of CentralSquare's Records Enterprise. This person or persons will be engaged in the implementation of the CentralSquare's Records Enterprise and will participate in making decisions as it relates to implementing the CentralSquare's Records Enterprise.

Records Enterprise Administrator will attend the Records Enterprise Workshops throughout the course of the Project. This person should have a comprehensive understanding of the internal structure and workflow of Records Enterprise, departmental policies, and procedures as well as how the records department interacts with dispatch and field operations personnel.

The Records Enterprise Administrator will be responsible for building and maintaining the Records templates, workflows, and code tables. Additional activities include CentralSquare setup, assignment, and management of the agency specific codefiles, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the multi-agency environment, separate local Records administration staff may be required to manage the components used by each agency - under the direction of an overall Central Records Administrator. Any personnel involved in Records administration should participate in the Records workshops, so they are prepared to maintain Records Enterprise.

4.5 Subject Matter Experts

Input from subject matter experts in all applicable areas (CAD, Records, Jail, Crime Analysis and each of the Interfaces and external Systems that integrate with CentralSquare Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard and Custom Interfaces, subject matter experts may be from Customer Agency, and/or third-party vendors. If the vendors are not CentralSquare Subcontractors, Customer will be responsible for engaging them in necessary discussions and documentation of the requirements.

Customer should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

5 PROJECT CONTROLLING PROCESSES

5.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Customer communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately

have an impact on the projected Go-Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go-Lives.

As part of the Project controlling process, upon completion of significant milestones and or tasks, CentralSquare will submit a Task Completion Report (TCR) to Customer. The TCR serves as a formal tool for the purpose of verifying with Customer that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to Customer by CentralSquare's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Agreement. Upon execution of a TCR that is tied to a Project payment milestone, Customer will receive an invoice from CentralSquare's Accounting Department which must be paid based on the terms and conditions of the Agreement.

The TCR will include the following information:

- a) Description of Work performed, and products delivered.
- b) Comments noting any special circumstances.
- c) Product/Service deliverables listing the Agreement line items that are being recognized as delivered and will be invoiced.
- d) Related Payment Terms in accordance with the Agreement, for Agreement line items that will be invoiced relative to the TCR.

5.1.1. CentralSquare Responsibilities

- a) CentralSquare will prepare and submit TCRs for Customer's signature upon completion of the applicable task.
- b) The TCR will cite the appropriate SOW reference.
- c) TCRs that trigger a payment will include the payment amount in accordance with the Agreement payment schedule.

5.1.2. Customer Responsibilities

- a) Customer will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.

If Customer disagrees with a TCR, Customer shall submit to CentralSquare a written explanation detailing why the Customer believes that the subject of the

TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the Customer shall be provided to the CentralSquare Project Manager within five (5) business days of receipt of the TCR.

5.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include but are not limited to a modification to Project scope, Standard or Custom products' functionality, CentralSquare and Customer's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by Customer or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW.

All Change Orders must go through the CentralSquare's internal approval process before they can be presented to Customer for review and approval. Once the Change Order is generated, Customer Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees for CentralSquare to properly investigate and scope of the requested change. If additional fees are required by CentralSquare to create a Change

Order, those fees will be identified and communicated to Customer Project Manager prior to CentralSquare's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if Customer has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Customer not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go-Live delivery.

5.2.1. CentralSquare Responsibilities

- a) CentralSquare will capture necessary information required to prepare Change Order and submit to the Customer.

5.2.2. Customer Responsibilities

- a) When applicable, Customer will identify the services or deliverables that will be subject to a Change Order, per the Agreement between both parties.
- b) When applicable, Customer will identify changes to application features or functionality, Interfaces, or any other Subsystems that will require a change order. This process may also include participation in the requirements process.
- c) Customer will approve and process Change Orders in a timely manner.

5.3 Project Reporting

CentralSquare will provide Monthly Status Reports advising Customer Project Manager and key Customer Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare's Subcontractors' deliverables. The Project Status Reports will include the following:

- Accomplishments during the Reporting Period.
- Planned upcoming activities.
- Issues.
- Risks.

- Key Action Items.

In addition, the CentralSquare Project Manager will hold bi-weekly status meetings/conference calls to update Customer on the status of the Project and key action items and deliverables.

During the Project, one or more Project Provisioning Guides will be created to document Project issues and action items. These Provisioning Guides are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project Provisioning Guides are reviewed with Customer on an as needed basis through the course of the Project.

The Project Manager is responsible for periodically providing copies of updated Provisioning Guides.

CentralSquare will provide an updated Project Schedule advising Customer Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for Customer team, and Customer may add such tasks, owners, and durations to the Project in collaboration with CentralSquare Project Manager. The Project Schedule will consist of the following:

- a) Major Tasks.
- b) Task Responsibility.
- c) Task Duration.
- d) Major Milestones.
- e) Tasks Completed.
- f) Tasks in Progress.

5.3.1. CentralSquare Responsibilities

- a) Provide a written report of Project status once a month.
- b) Track issues and action items to closure through product specific Provisioning Guides. Customer will be periodically provided with updated copies of the Provisioning Guide.
- c) Conduct status meetings/conference calls every two weeks.
- d) Maintain an up-to-date Project Schedule.

5.3.2. Customer Responsibilities

- a) Review the written report of Project status and provide feedback within five (5) business days to ensure that the documentation is correct.
- b) Participate in Project status meetings.
- c) Ensure participation of personnel in tasks and meetings.

5.4 Document Review

During the Project, CentralSquare will deliver several documents to Customer for review. These documents will include but are not limited to the Functional Acceptance Test Procedures, Project Schedule, OSD, training materials and Interface Requirement Documents for the Project. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided in an electronic (soft copy) format. If Customer desires printed (hard copy) documentation, it is their responsibility to print and bind the desired copies. The CentralSquare Project Manager will retain a copy and provide the Customer with a copy.

Should Customer find any document unacceptable, Customer must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

To ensure compliance with the Project Implementation Schedule, Customer is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

5.4.1. Documents Subject to Customer Approval

- a) Change Orders
- b) Operational Scenario Documents (OSD)
- c) Functional Acceptance Test Procedure documents
- d) Task Completion Reports (TCR)

5.5 Documents Subject to Customer Review not Requiring Approval

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between Customer and CentralSquare.

- a) Distribute the documents to Customer.

5.5.1. CentralSquare Responsibilities

- a) Distribute the documents to Customer.
- b) Coordinate the process to consolidate comments and edit documents.
- c) Manage the signoff process for applicable documents and the distribution of originals to Customer and CentralSquare for filing.

5.5.2. Customer Responsibilities

Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.

Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule warrant a shortened turnaround.

5.6 Third-Party Management

CentralSquare will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Agreement.

As part of the Subcontractor agreement, all communications between those third parties and the Customer will be managed by CentralSquare. Any communication directly between Customer and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CentralSquare unless an appropriate Change Order has been prepared.

Conversely, Customer will be responsible for the management of third parties that CentralSquare is not responsible for. The customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of the Customer's System.

5.6.1. CentralSquare Responsibilities

- a) Assume responsibility for third parties that are the responsibility of CentralSquare within the terms of the Agreement between CentralSquare and Customer.

- b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Inform Customer when configuration and or programming will require interaction and/or documentation from a third-party which is not the responsibility of CentralSquare under the Agreement between CentralSquare and Customer.

5.6.2. Customer Responsibilities

- a) Work directly through CentralSquare with regard to third parties that are the responsibility of CentralSquare.
- b) Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Facilitate interaction between CentralSquare and third parties not the responsibility of CentralSquare to include conference calls, answers to questions and documentation as requested.

6 PROJECT INITIATION AND PLANNING

6.1 Overview

Project initiation and planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between Customer and CentralSquare during this process is at a high-level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting of the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are completed and as the Project nears Go-Live and Project completion.

Note: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from Customer and CentralSquare.

6.1.1. CentralSquare Responsibilities

- a) Assign a Project Manager to the Project to participate in initiation phase activities.
- b) Produce required documentation to support initiation activities (such as Standard Interface Operational Scenario Document (OSD), System Planning Guide, etc.)
- c) Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- d) In collaboration with Customer, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).

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- e) Baseline the Project Schedule.
- f) Prepare and submit the TCRs for Customer acceptance of the Project Management Plan as defined above.
- g) Develop and submit invoice for payment due at execution of the Agreement.

6.1.2. Customer Responsibilities

- a) Assign a Project Manager for the Project to participate in initiation phase activities.
- b) Identify and engage Customer's Project team.
- c) Review and comment on the CentralSquare Project Management Plan and the Project Schedule.
- d) Review and comment on CentralSquare provided documentation to support initiation activities.
- e) Approve the TCRs for the Project Management Plan within 5 business days.

6.2 Project Kick Off

During the planning phase, the CentralSquare Project Manager will hold a Kick-Off meeting with Customer's Project team. During the Kick-Off meeting, the CentralSquare Project Manager will provide an overview of the following:

6.2.1. The CentralSquare Execution Process.

- a) A high-level description of Project Deliverables.
- b) Roles and responsibilities for the Project team members.
- c) A high-level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
- d) Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
- e) Review any project related questions from Customer's team.

6.2.2. CentralSquare Responsibilities

- a) Prepare the agenda and set a date for the Kick-Off that is convenient to Customer and CentralSquare Team.
- b) Distribute any documents that Customer should review in advance of the Kick-Off meeting.

- c) Conduct the Kick-Off meeting.

6.2.3. Customer Responsibilities

- a) Work with the CentralSquare Project Manager to facilitate scheduling a date for the Kick-Off meeting.
- b) Schedule the appropriate personnel from Customer's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c) Provide adequate accommodation to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

7 PROJECT EXECUTION

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of 1) a review of Deliverable documents; 2) development, configuration, Installation and testing of software and hardware deliverables, and 3) Delivery of Project related services such as Project related training. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

7.2 Implementation of DEMS

The CentralSquare DEMS (Digital Evidence Management System) facilitates collaboration between agencies, attorneys, and the public. DEMS helps organizations speed up investigations by allowing them to securely collect, manage, review, and share digital evidence from a single application. The solution is an open platform allowing agencies to gather digital evidence from many sources, including surveillance systems, body-worn devices, in-car systems, and citizens. Integration allows agencies to create cases in CentralSquare DEMS from CentralSquare Enterprise Records.

7.2.1. DEMS Project Kickoff Meeting

The DEMS Project kickoff meeting presents an overview of DEMS Project Deliverables, customer prerequisites and implementation process.

7.2.1.1 CentralSquare Responsibilities

- a) Schedule and lead the meeting (Genetec Customer Success & CentralSquare Consultant to attend or review notes)
- b) Provision DEMS Account (Genetec)
- c) Provide action items & network\infrastructure requirements.
- d) CentralSquare technical staff to advise on networking requirements.

7.2.1.2 Customer Responsibilities

- a) Ensure attendance of all necessary stakeholders throughout the project implementation sessions.

- b) Configure network for outgoing communication from customer's network to Genetec according to a list of whitelist requirements specified by Genetec. CentralSquare technical staff to advise on networking requirements.

**7.2.2. DEMS Configuration Kick off and Administrator Configuration Session(s)
(Genetec with CentralSquare Consultant attendance)**

Major Task	Description
Overview	<p>CentralSquare will provide hands-on working sessions to configure the DEMS system. Sessions will include the following topics:</p> <ul style="list-style-type: none"> • Kick off used to understand the end users business requirements and present the different rules that need to be configured for a successful launch. • Configuration Review Session to include reviewing and applying configurations including: <ul style="list-style-type: none"> ○ Review of configuration completed to date. ○ Assistance with remaining configuration. ○ Review options for Permissions/privileges. ○ Camera Registry (if used). ○ Uploader Review.
Customer Participants	<p>Designated DEMS administrator(s), power users and stakeholders who can provide input on configuration of the system.</p> <p>The number of students is limited to ten (10) per class.</p>
Duration	Two (2) remote, sixty-minute sessions inclusive of kickoff and configuration review
Output	Provide assistance to Customer staff with configuration requirements for DEMS.
Prerequisite	<p>Attendance at DEMS Administrator Training session</p> <p>Account activation</p>

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Network configuration to meet whitelisting requirements.
General understanding of department business requirements

7.2.2.1 **CentralSquare Responsibilities**

- a) Schedule and lead the meeting(s) (Genetec. CentralSquare Consultant to attend or have notes)
- b) Provide action items.

7.2.2.2 **Customer Responsibilities**

- a) Participate in the meeting(s).
- b) Complete configuration action items.

7.2.3. **DEMS Administrator Training Session (Genetec with CentralSquare Consultant attendance)**

Major Task	Description
Overview	Genetec will provide hands-on training for those individuals who will be responsible for administration of DEMS. Training will include configuration options in DEMS, key considerations for user access, a review of configuration options, including base account configuration, retention policies, security policies, reporting and file requests.
Customer Participants	Designated DEMS administrator(s), power users and stakeholders who can provide input on configuration of the system. The number of students is limited to ten (10) per class.
Duration	Up to Ninety (90) minute remote training
Output	Prepares Customer staff to configure and manage DEMS.
Prerequisite	Account activation Network configuration to meet whitelisting requirements. Basic understanding of computers

General understanding of department business requirements
Account configurations have been completed and approved by the agency.

7.2.3.1 **CentralSquare Responsibilities (CST\Genetec)**

- a) Schedule and provide administrator training.
- b) Provide action items to complete configuration.
- c) Provide additional recorded courses

7.2.3.2 **Customer Responsibilities**

- a) Participate in the meeting.
- b) Complete configuration action items

7.2.4. **DEMS Interface Configuration**

This portion of the implementation may be completed in parallel with the Administrator BPR and Configuration sessions.

Major Task	Description
Overview	Prepare DEMS integration to Records Enterprise
Customer Participants	Designated DEMS administrator(s)
Duration	8-10 business days
Output	Interface configured and ready for customer testing.
Prerequisite	Customer provisions a DEMS Account Administrator User for Integration Engineer Customer prepares test cases in the Records system for Integration Engineer to use in validation.

7.2.4.1 **CentralSquare Responsibilities**

- a) Schedule interface configuration resources.
- b) Complete Interface Configuration tasks.

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- c) Validate Interface Configuration using customer-provided test cases.

7.2.4.2 Customer Responsibilities

- a) Provide Interface test cases in the Records Enterprise system for Engineer’s validation.
- b) Complete additional test cases in the Records Enterprise system after Engineer’s validation.

7.2.5. DEMS End User Training

DEMS Training is provided to customer Administrators, power users and stakeholders in the Administration BPR and Configuration Sessions. Customer is responsible for delivering training to end users. CentralSquare will provide a sample end-user training agenda which customer may customize for use in training delivery.

Major Task	Description
Overview	End-User Training
Customer Participants	Designated DEMS administrator(s), power users and stakeholders
Duration	Determined by customer as needed to meet end-user requirements.
Output	End users trained and prepared for live use of software.
Prerequisite	DEMS configuration tested successfully. DEMS configuration complete

7.2.5.1 CentralSquare Responsibilities

Provide sample end-user training agenda.

7.2.5.2 Customer Responsibilities

Customize end-user training agenda to meet internal business needs.
Ensure users access to DEMS system.
Provide adequate hardware, telecom, and/or other facilities for training.
Conduct end-user training.

7.2.6. DEMS Data Conversion

High level Process Overview:

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-
- Records Data Conversion coded by CentralSquare.
 - Genetec obtains sample extract of attachments (unlinked) from Customer. Customer to determine with legacy vendor how to extract and present to Genetec. (Genetec will require template that includes the list of mandatory and optional metadata that can be uploaded). If this is a CentralSquare legacy system, CentralSquare assists with extract.
 - Genetec\Customer uploads attachments to DEMS Test Account.
 - Customer uses DEMS User Interface and generates a csv file with list of case numbers (which have attachments) pre-Go live from Test DEMS and sends to CentralSquare.
 - Genetec, CentralSquare & Customer meet to determine methodology of attachment\case number link (Case Number formats), (for DEMS standalone implementations which precede Records integration)
 - CentralSquare utilizes the csv file to link attachment link to cases in Records conversion – test in Test\Data Conversion environment.
 - Genetec obtains final extract of attachments (unlinked) from Customer. The Customer determines with legacy vendor how to extract and present to Genetec. If the source is a CentralSquare legacy system, CentralSquare will assist with extract.
 - Genetec\Customer uploads attachments to DEMS Production.
 - Customer exports the csv file for CentralSquare
 - After this point the Customer uses the DEMS GUI to manually upload attachments.
 - Production Records Data conversion\Go Live
 - CentralSquare utilizes the csv file to link attachment link to cases in the Records conversion in Production at or post Go Live. This is done once with the csv file post-Records Go Live.

Fort Bend County Sheriff, TX Addition of DEMS

The customer is responsible for adding files into the DEMS system and entering the assigned legacy Records case number to the DEMS record. At the time of the Records Enterprise go-live, an export will be created of the files that include the legacy Records case numbers. CentralSquare's engineer will use the export to complete the link between the case numbers in the Records and DEMS. Any DEMS records missing legacy Records case numbers or where case numbers are incorrect, will not link during the conversion. These must be manually updated by the Customer.

Major Task	Description
Overview	DEMS Data Conversion
Customer Participants	Designated DEMS administrator (as needed)
Duration	Determined by customer as needed to meet end-user requirements.
Output	Links created between Records cases and DEMS multimedia records.
Prerequisite	DEMS configuration complete

7.2.6.1 CentralSquare Responsibilities

- a) Convert data into the Records Enterprise system to create a link between DEMS records and RMS Enterprise converted cases.

7.2.6.2 Customer Responsibilities

- a) Upload and maintain accurate records in the DEMS system.
- b) Add corresponding legacy Records case numbers to all DEMS records.
- c) Review converted data and Records Enterprise to DEMS links for accuracy.
- d) For any record that did not link to a case number, manually update records that were missing a legacy case number.

7.2.7. DEMS Acceptance

DEMS will be considered Accepted upon execution of a signed Task Completion Report (TCR), indicating that DEMS configuration is complete.

7.2.7.1 CentralSquare Responsibilities

- a) Prepare and submit Task Completion Reports (TCR) to Customer for approval

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7.2.7.2 Customer Responsibilities

- a) Review and approve the applicable TCRs

8 PROJECT CLOSURE

8.1 Overview

Project closure activities commence when all project deliverables have been completed. Support of systems and subsystems will be transitioned to CentralSquare’s Support and monitored per the Support and Maintenance Agreements.

Major Task	Description
Post Go-Live Project Deliverables	Once complete, ensure CentralSquare project manager will provide TCR to Customer for signoff of completed deliverables.
Final Audit	CentralSquare project manager will perform a final audit to ensure all Contractual obligations have been met. A final TCR will be provided to Customer to confirm the project is completed.
Final Transition	CentralSquare project manager performs final transition of Customer to Support who will become the primary conduit for entry, tracking, and resolution of system issues. Customer interaction is officially handed over from the CentralSquare project manager to the CentralSquare Customer Success Manager (CSM).
Project Closure	CentralSquare project manager performs administrative tasks to archive project documents and close the project.

8.1.1. CentralSquare Responsibilities

- a) Perform payment reconciliation, deliver final project TCRs which generate remaining invoices.
- b) Transition the CentralSquare point of contact from the Project Manager to the CSM and Customer Support Services Department.
- c) Provide continued support based on terms of Agreement.

8.1.2. Customer Responsibilities

- a) Provide approval of final Project TCRs within five (5) business days.
- b) Process payment of final invoices.

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9 Appendix J – CentralSquare Connectivity to Enterprise On-Premise systems

Policy

Customer Managed On-Premise Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premise customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

10 Appendix Z – Data Conversions

CENTRAL SQUARE RECORDS ENTERPRISE DATA CONVERSION

Data Conversion Overview

Data conversion is the implementation process of moving data from a legacy system or data files into your CentralSquare software product. Data conversion is a highly collaborative process between Customer and CentralSquare Technologies.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

The customer shall provide unencrypted data for conversion in one of the following compatible formats:

- a) MS SQL .bak files with database version and credential information
- b) MySQL .dump or .SQL files with database version and credential information
- c) PostgreSQL .SQL files with database version and credential information
- d) MS Access 2003 or newer .mdb files
- e) CSV files with column headers and relationship mapping documentation
- f) Oracle 10g or newer backup files

No images, objects or attachments will be converted as part of this conversion unless explicitly purchased.

Address, Property and Vehicle information is converted as part of the associated module conversion. Information connected to a name is converted when that module is converted. Persons that exist in modules (incidents, arrests, warrants, etc.) which don't exist in the source master name table will be converted into their perspective modules, however how they are connected to the master names module can be handled in several ways.

- a) Customer adds missing Master Name records to source master name table using the legacy UI to make the table ready for conversion.

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- b) Customer approves CentralSquare to not link persons from other modules to a master name record when person is not found in master name table.
- c) Customer approves CentralSquare to link the orphan names to the Unknown Person MNI in CentralSquare's Enterprise RMS.

Master Location GEO Validation is not included in the conversion.

All data conversion related fields must be finalized (for all agencies) within the Default Summary Templates prior to data conversion initiation. Changes to data conversion fields after the sign off of the Default Summary Templates may involve a Change Order.

For multi-agency conversions, it is assumed that the default summary templates built for the converted modules are used across all agencies. If agencies wish to customize the templates on a per-agency basis, then per-agency scope for Data Conversion will need to be scoped.

In the Data Conversion Modules section several modules are referenced as being conversions of Summaries Only. A Summary is an aggregate of all of the individual reports merged together. The individual reports are not converted into individual reports in Records.

Records Enterprise Templates (UI Forms) are a flexible design. Where no directly corresponding default element exists in Records Enterprise, the Template may be modified (or a new Template created for a module which does not exist) in order to accommodate the data. Some legacy data elements may also be stored in a narrative if desired.

If Customer desires any modification to their original data in order to include it in a Records Enterprise record, they must fully document the transformation process used. All transformations so supplied must be able to be implemented via repeatable scripts vs. "human-interpretive" processes, or scripts requiring multiple passes or complicated parsing. These include but are not limited to names and addresses.

The CentralSquare data conversion team will not perform any data cleanup, master name merging, or redact information during the conversion process. Any data cleanup must be performed by the Agency either before or after the data conversion process.

The Agency should complete all state reporting on data entered into the legacy system prior to the final extract for the go-live run. All data manually entered into the Records Enterprise system after go-live can be reported to the state using the new Enterprise RMS system.

A conversion of legacy data into Records Enterprise does not entail any UCR to NIBRS conversion.

CentralSquare Technologies will provide a Data Conversion Specifications document prior to executing the data conversions. The Specifications document is a written plan for the conversion of the data, detailing source and target elements. This must be approved by the Customer and CentralSquare and signed as part of a TCR in order to proceed with coding and iterations of data conversion.

CentralSquare Data Conversion personnel will train the Customer in the use of the Records Enterprise system, and the use of tools for reporting Data conversion issues. The customer is responsible for data review of the converted data.

Timely review and issue logging is critical to the timeline of the Data Conversion, and the project as a whole. Review and issue reporting per iteration must be completed within three weeks of hand off of the converted data to the Customer. Appropriate personnel should be budgeted for and made available to carry out this task. If a longer review turnaround interval is needed this will need to be contracted for, Either in this agreement or as a Change Order.

The scope for the conversion includes three iterations of the conversion, plus a final conversion at go live. If further iterations are needed these can be added with a Change Order. An iteration is defined as a conversion of all modules per data source. Data Conversion iterations, including the Go Live iteration, process the entire datetime range of data. There is no partial or delta conversion.

The Records Enterprise Data Conversion line items in the Agreement support a single data source. Additional sources can be added either as separate sources, or as separate modules (such as standalone Property and Evidence Systems). This breakdown is detailed on the Data Conversion Modules section below.

Other Events conversions cover up to twenty-five fields to be converted into the Other Event Template. The Other Event Template may contain more than twenty-five fields in total, but the number of converted fields is not to exceed twenty-five. Additional fields can be added to an Other Event module conversion as a custom scope and will be documented in the Modules breakdown below.

Fort Bend County Sheriff, TX Addition of DEMS

Data Conversion Modules

Modules for conversion are defined in the Sales Order and this Scope Appendix:

Source Agency: Ft. Bend County Sheriff, TX

Source Vendor: Tiburon, Genetec DEMS

Source Database Type SQL Server \ Links to Cloud DEMS environment

Scope: Addition of DEMS Data Conversion to existing Records Data Conversion

Module to be Converted	Definition of Module
Attachments (DEMS) Add On	Attachment Links to DEMS system converted to Records database. Requires DEMS and Records\DEMS integration.

Data Conversion Process

The Data Conversion process is the work that drives the configuration and implementation process. Below are the significant tasks included in this project:

Major Task	Description
Schedule	CentralSquare and Customer will schedule the Data Conversion Tasks as part of the overall Project Schedule. Code Tables, configurations and Templates must be built as part of the overall Project Schedule as a Pre-requisite for Data conversion iterations to begin
Data Delivery	Customer will provide data in a format compatible with conversion and provide it to CentralSquare. For CentralSquare source products CentralSquare will provide the extraction from the legacy format into CentralSquare's schema.
Setup	CentralSquare will configure servers and systems needed for the Data Conversion including the staging template database. CentralSquare must have a copy of the legacy database prior to this step to ensure enough space and memory is assigned to the server to avoid issues during the conversion process.
Template Finalization	Agency to finalize all data conversion related fields within each of their default summary templates in Records Enterprise. The agency signs the Template sign off TCR.
System Walk Through	An in-depth review between CentralSquare and Customer SME will be held. This meeting may be recorded, and Customer should be prepared to operate within the UI of the old system, or within the schema, to

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Fort Bend County Sheriff, TX
Addition of DEMS

	provide examples and context. A Data Conversion Coordinator will draft the Data Conversion Specifications Document. CentralSquare and the customer sign the Data Conversion Specification document TCR confirming that the Data Conversion Coordinator has covered all the data conversion related fields. The specification document must be signed before CentralSquare can proceed with coding.
Data Conversion Development	Using the Data Conversion Specifications Document CentralSquare Engineers will map the data to the target format and develop scripts to fulfill the Data conversion Specifications Document.
Code Table Mapping	CentralSquare will provide guidance on the Code Table Mapping Tool. Customer will Map Code Table data using the tool.
Data Conversion Iterations	CentralSquare will convert data into Customer's system which has been dedicated for Data Conversion Testing. This is an iterative process and must involve new extracts and a refresh from the current Pre-Production system into the Data conversion system and a purge of data from the Data Conversion target system.
Review and Validation	Customer will review data conversion and provide feedback via designated CentralSquare tools. This is an iterative process.
Sign Off	Customer Signs off on acceptance with the Data Conversion Verification Document.
Go-Live	The Final Data Conversion is re-run as part of the Go-Live
Final Sign Off	Customer signs off on the Go-Live.

CentralSquare Responsibilities

- a) Work with Customer to identify, document and implement a comprehensive data conversion.
- b) Advise on possible conversion options.
- c) Advise on project milestone dates and Customer expectations.
- d) Provide training for Customer on using CentralSquare data mapping tools.
- e) Work with Customer to limit the number of Go-Live conversion events.
- f) Perform one or more sample conversions.
- g) Provide training for Customer on validating the data conversion for completeness and accuracy.
- h) Convert legacy data into corresponding elements in the CentralSquare system.
(CentralSquare has a flexible approach to the design of Templates which allows the Customer to create templates and elements to convert data into. Modifications to the

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CentralSquare Records Enterprise code or database schema for the purposes of data conversion will be unavailable).

- i) Perform final delivery of data conversion.

Customer Responsibilities

- a) Provide subject matter experts to complete data conversion tasks, including providing expertise in source system data architecture, providing business processing logic for addressing data conversion and identifying and scheduling appropriate personnel to attend training.
- b) Provide data dumps in the prescribed format within thirty (30) days of Agreement signing.
- c) Provide routine data dumps throughout the implementation process.
- d) If needed, provide a temporary workstation for data conversion personnel.
- e) If needed, provide UI access to the legacy system or test system for data conversion personnel.
- f) Provide a data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and the CentralSquare database(s)
- g) Configure code values outside the scope of the data conversion process.
- h) Take responsibility for costs assessed by the legacy system or any other third-party for providing the data dumps.
- i) Configure code values and complete code value data mapping prior to data conversion processing.
- j) Use provided tools to translate (map) code values between your legacy system and your CentralSquare.
- k) Perform manual back entry of legacy system data saved after the final data cut if necessary.
- l) Provide sign-off of the Data Conversion Plan
- m) Perform data validation. Validate data converted is both complete and accurate. Report discrepancies during the implementation process. (System downtime may be required to complete the data conversion process).
- n) Use provided tools to report data conversion issues.
- o) Provide sign-off of the converted data in a non-production environment.
- p) Provide sign-off of the converted data set into the production environment.

EXHIBIT B-2

(S le S ur e etter)



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

February 27, 2025

Patrick Gafney
Fort Bend Sheriff's Office
1410 Ransom Rd
Richmond, TX, 77469

Dear Patrick Gafney,

This letter is in response to Fort Bend Sheriff's Office's request for a sole source letter from CentralSquare Technologies, LLC. This letter is to confirm that PSJ Enterprise is a sole source product, comprised of proprietary intellectual property, and is designed, engineered, serviced, and distributed exclusively by CentralSquare for use by CentralSquare customers.

Sincerely,

A handwritten signature in black ink that reads "Joe Beasley".

Joe Beasley
Vice President of Sales, Public Safety & Justice
CentralSquare Technologies, LLC