CENTRALSQUARE

SALES ORDER
PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding agreement between the City of Lee's Summit, MO (for the benefit of Lee's Summit Fire Department) and CentralSquare Technologies, LLC (successor in interest to Zuercher Technologies, LLC) ("CentralSquare"), and shall be effective as of the date of the last signature herein.

Quote Number: **Q-90988** 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. The Statement of Work details all the products and services that CentralSquare shall provide and perform pursuant to this Sales Order. The Statement of Work is attached to this Sales Order as Exhibit "B" and is hereby incorporated by reference as a term of this Sales Order

End User License Agreement. Software and Services for and specific to the First Due products purchased under this Sales Order shall be governed by the End User License Agreement attached to this Sales Order as Exhibit "C".

Maintenance. CentralSquare shall provide maintaintance services ("Maintanenace Services") for the Software and Services for the products purchased under this Sales Order, in accordance with "Exhibit D: Maintenance Agreement", of the Master Agreement as defined in this Sales Order, beginning on the Go Live date, provided that the fee for such Maintanenace Services shall governed by the terms set forth in this Sales Order.

Payment Terms.

The total amount of this contract is **$269,867.82**.

The products and services as defined in this Sales Order and its exhibits define a migration implementation to replace the Lee's Summit Fire Department's existing FDM system. The City (for Lee's Summit Fire Department) must pay all applicable support fees for its existing FDM system up to the date of Go Live for the CentralSquare software in order to receive the upgrade discount as set forth in Quote #Q-90988.

Credit. A credit in the amount of the unused portion of the FDM support fees paid by Customer, if any, shall be applied towards Customer's new CentralSquare Pro maintenance and support fees.

Payment. The amounts due under this Sales Order are as follows:

Payment Percentage	Payment Trigger	Payment Amount
30% of Hardware, Services and Pro Licenses	Within fifteen (15) days after Sales Order execution	$62,477.95
10% of Hardware, Services and Pro Licenses	Completion of Hardware Installation	$20,825.98
10% of Hardware, Services and Pro Licenses	Completion of CAD BPR	$20,825.98
10% of Hardware, Services and Pro Licenses	Completion of CentralSquare-Led User Training	$20,825.98
15% of Hardware, Services and Pro Licenses	Completion of Pro Suite Modules Data Conversion	$31,238.97

25% of Hardware, Services and Pro Licenses	Due when System is Go Live	$52,064.96
100% of First Due Subscription	Due Upon First Due Go Live of Subscription Element	$54,808.00
100% of Pro Suite Subscription	Due Upon Pro Suite Go Live of Subscription Element	$6,800.00

Commencing one year after the date the System is "Go Live," the City shall pay an annual maintenance fee of $28,593.74 and an annual subscription fee of $61,608.00. Thereafter, these fees shall increase by an amount not to exceed 4% from the prior year for the first five years of the Agreement. After year 5, these fees shall increase by an amount not to exceed 5% from the prior year.

Payment due in full 30 days from date of invoice.

Master Agreement. With the exception of the attached Statement of Work and End User License Agreement (specific to the First Due applications), this Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: Software License and Service Agreement with an effective date of September 13, 2018 and as amended by the First Amendment to Software License and Service Agreement with an effective date of February 8, 2019 (collectively referred to as the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

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

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement, Quote, Statement of Work, and End User License Agreement 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. If there is any conflict or inconsistency among the documents that comprise or government this Sales Order, the order of precedence shall be as follows: (i) Master Agreement, (ii) Sales Order, (iii) Statement of Work, (iv) End User License Agreement, and (v) the Quote.

CentralSquare Technologies, LLC	**City of Lee's Summit**
1000 Business Center Dr. Lake Mary, FL 32746	220 SE Green St Lee's Summit, MO 64063
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Exhibit A

WHAT SOFTWARE IS INCLUDED?

CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	2,000.00		2,000.00
2.	CAD CLQ Location and Image Retrieval Subscription Core Annual Subscription Fee	1	3,000.00		3,000.00
3.	CAD PS Pro Advanced (Agency Site License) License Fee	1	7,500.19	- 3,187.50	4,312.69
4.	CAD PS Pro Advanced (Backup Seat License) License Fee	1	0.00		0.00
5.	CAD PS Pro Core (Agency Site License) License Fee	1	22,500.56	- 9,562.50	12,938.06
6.	CAD PS Pro Core (Backup Seat License) License Fee	1	0.00		0.00
7.	CAD PS Pro ESO Solutions Interface (Export) License Fee	1	5,500.14	- 2,337.50	3,162.64
8.	CAD PS Pro First Arriving Interface (Export) License Fee	1	7,500.19	- 3,187.50	4,312.69
9.	CAD PS Pro FirstDue Interface (Export) License Fee	1	9,000.23	- 3,825.00	5,175.23
10.	CAD PS Pro ImageTrend Interface (Export) License Fee	1	7,500.19	- 3,187.50	4,312.69
11.	CAD PS Pro Motorola 7500 Tone Paging Interface (Export) License Fee	1	22,500.56	- 9,562.50	12,938.06
12.	CAD PS Pro ProQA PlatinumCertified Interface (Import and Export) License Fee	1	14,500.36	- 6,162.50	8,337.86
13.	CAD PS Pro PulsePoint API Interface (Export) License Fee	1	7,500.19	- 3,187.50	4,312.69

CAD Software Subtotal	109,002.61 USD
CAD Software Discount	- 44,200.00 USD
CAD Software Total	64,802.61 USD

FIRST DUE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
14.	First Due FRMS Assets & Inventory (per vehicle) Annual Subscription Fee	25	208.00	5,200.00
15.	First Due FRMS Community Connect Module Annual Subscription Fee	1	5,382.00	5,382.00
16.	First Due FRMS Events & Activities (per qualified user) Annual Subscription Fee	170	6.50	1,105.00
17.	First Due FRMS Incident Reporting – NFIRS Module Annual Subscription Fee	1	8,073.00	8,073.00
18.	First Due FRMS Inspections Module Annual Subscription Fee	1	8,073.00	8,073.00
19.	First Due FRMS Occupancies with Pre-Plans Module Annual Subscription Fee	1	6,055.00	6,055.00

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
20.	First Due FRMS Permitting Module Annual Subscription Fee	1	1,615.00		1,615.00
21.	First Due FRMS Personnel Management (per qualified user) Annual Subscription Fee	170	6.50		1,105.00
22.	First Due FRMS Responder Module Annual Subscription Fee	1	5,382.00		5,382.00
23.	First Due FRMS Scheduling (per qualified user) Annual Subscription Fee	170	75.40		12,818.00

First Due Software Total   54,808.00 USD

MAPPING

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
24.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations License Fee	1	9,000.23	- 3,825.00	5,175.23
25.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations License Fee	1	350.01	- 148.75	201.26
26.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations License Fee	1	9,999.90	- 4,100.00	5,899.90
27.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations License Fee	1	750.30		750.30

Mapping Software Subtotal   20,100.44 USD
Mapping Software Discount   - 8,073.75 USD
Mapping Software Total   12,026.69 USD

MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
28.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	15	120.00		1,800.00
29.	Mobile PS Pro AVL License Fee	25	200.01	- 2,125.00	2,875.13
30.	Mobile PS Pro CAD License Fee	25	450.01	- 4,781.25	6,469.03
31.	Mobile PS Pro Mapping License Fee	25	550.01		13,750.28

Mobile Software Subtotal   31,800.69 USD
Mobile Software Discount   - 6,906.25 USD
Mobile Software Total   24,894.44 USD

SOFTWARE SUMMARY

Software Subtotal	215,711.74 USD
Software Discount	- 59,180.00 USD
Software Total	**156,531.74 USD**

WHAT SERVICES ARE INCLUDED?

SERVICES

DESCRIPTION	TOTAL
1. Public Safety Consulting Services - Fixed Fee	19,500.00
2. FDM to PRO CAD Data Conversion	14,625.00
3. Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
4. Public Safety Project Management Services - Fixed Fee	24,180.00
5. Public Safety Technical Services - Fixed Fee	12,480.00
6. Public Safety Training Services - Fixed Fee	16,965.00

Services Services Subtotal	95,550.00 USD
Services Services Discount	- 2,954.92 USD
Services Services Total	92,595.08 USD

SERVICES SUMMARY

Services Subtotal	95,550.00 USD
Services Discount	- 2,954.92 USD
Services Total	**92,595.08 USD**

WHAT HARDWARE IS INCLUDED?

SERVERS

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. PS Pro Server Upgrade Annual Maintenance Fee	1	3,090.00	3,090.00
2. PS Pro Server Upgrade Hardware	1	15,450.00	15,450.00
		Servers Hardware Total	15,450.00 USD

HARDWARE SUMMARY

Hardware Total	**18,540.00 USD**

QUOTE SUMMARY

Software Subtotal		
		215,711.74 USD
Services Subtotal		
		95,550.00 USD
Hardware Subtotal		
		18,540.00 USD
Quote Subtotal		332,002.74 USD
Discount		- 62,134.92 USD
Quote Total		**269,867.82 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	28,593.74
FIRST YEAR SUBSCRIPTION TOTAL	61,608.00

Exhibit B: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in the Quote.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality as currently used by Lee's Summit Police Department. The software purchased is a COTS (commercial off the shelf) solution and configurations are limited to current standard functionality. Configuration options will be reviewed with all agencies within this install.

Pro Suite Base	
• Operating system software	• Secure intra-Customer messaging
• Database software	• Configurable dashboard
• Master name index	• Web address links
• Master address index	• No duplicate data entry
• Master vehicle index	• Authentication

CAD (Core)	
• Command-line entry	• Command Log
• Bulletins	• Custom CAD Commands
• Configurable CAD Windows	• Unit Alarms
• Inactivity Alarms	• ANI/ALI
• Rip and Run	
• Full audit trail	

CAD (Advanced)	
• Alarm Billing	• Basic Paging
• Alarm Calls	• Run Cards and Unit Recommendation
• Scheduled and Recurring Scheduled Calls	• Unit Specialties
• Custom Forms	• Web windows
	• Caller Location Query (CLQ) Subscription Service

CAD – Agency Site License	
• Allows Customer to access and use Primary Agency's CentralSquare CAD System	

First Due - Occupancy Management & Pre-Incident Planning	• Manage Occupancies, Hydrants, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material and Contacts
First Due - Responder	• Web Responder dashboard and Responder iOS/Android App with modifications, status updating, and routing.
First Due - Community Connect	• Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.
First Due - Inspections	• Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.
First Due - Permitting	• Permit Management, Customizable Permit Types, Plan Review and Permit Fees.
First Due - Incident Reporting – NFIRS	• NFIRS Incident Documentation, State and Federal Compliance with automated submission.
First Due - Scheduling	• Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.
First Due - Personnel Management	• Store, Manage and Access Employee Records including demographic data, certifications, and employment information
First Due - Events and Activities	• Create Events, View Global Activity Log, and Access Global Calendar.
First Due - Assets and Inventory	• Assets, equipment and inventory management, assets and equipment checks, and work order management.

Mapping (Core)	- Command-line entry - Drag and drop commands - Visual status alerts - User-configurable map layers	- Active calls for service - Call for service click-through - Custom map markers - GIS functions w/map window closed - Quickest path unit recommendation - Address verification Faster map functions (compared with non server versions)
Mapping – Agency Site License	Allows Customer to access and use Primary Agency's CentralSquare Mapping system	
Mapping AVL	Vehicle locations on map	Call for service integration
Mapping AVL – Agency Site License	Allows Customer to access and use Primary Agency's CentralSquare Mapping AVL System	
Mobile Core	Grants access to the CentralSquare Mobile application	
Mobile AVL	Vehicles shown on map	Call for service integration
Mobile CAD	- User-configurable layouts - Day/Night mode - Instant messaging	- Silent dispatch - Bulletins/BOLOS
Mobile Mapping	- Active calls for service - Map Markers - Visual status alerts	- User configurable map layers - Route from current location to CFS location

Field Ops	• CJIS compliant mobile device app • Integrated photo and audio capture tools	• Real-time CFS data access • Uses existing CentralSquare Suite user credentials
Reporting (Core)	• Pre-defined reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Data filters • Statistical analysis • Scheduled reports • Emailed reports

1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces are included in the cost of the Software listed in the Quote. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System Go-Live due to Customer not being ready for deployment shall not delay Software or Hardware Acceptance as set forth in Section 3.2.7 and 3.2.8 of this Exhibit B.

Customer shall not allow any third party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 CAD – ESO Solutions Interface (Export)

This is a one-way interface from CS Pro Suite to the ESO medical/EMS/FRMS system. When triggered, qualifying information from CAD will be automatically exported to the ESO's SOAP-based web service. Exported CAD data includes: address, case number, responding agencies, and applicable agency unit times (alarm, enroute, on scene, and cleared*.)

This interface will support multiple exports during a CFS (i.e. dispatch, enroute, on scene, and available times).

1.1.3 CAD – First Arriving Interface (Export)

CAD- First Arriving interface (Export) This is a one-way interface from CS Pro Suite to the First Arriving Digital Dashboard system. When triggered, qualifying information from a CFS is exported to the First Arriving system' Exported data includes: address, case number, responding agencies, and applicable agency unit times (alarm, enroute, on scene, and cleared.)

1.1.4 CAD – Image Trend Interface (Export)

This is a one-way interface from CS Pro Suite to ImageTrend. Upon completion of a Call for Service (CFS) in CAD, an XML file containing CFS details, including applicable unit times, is sent from CAD to a SOAP-based web service managed by ImageTrend. ImageTrend is responsible for providing the credentials to CentralSquare which are necessary to access and submit files to the web service.

The Customer is responsible for contacting ImageTrend's Contracts or Sales department to inform them of the integration with CentralSquare. ImageTrend requires 8-10 weeks for configuration of the interface. Customer will also provide CentralSquare with the ImageTrend URL and credentials specific to its agency.

1.1.5 CAD – Motorola 7500 Tone Paging Interface (Export)

This is a one-way interface from CS Pro Suite to the Motorola 7500 paging console. Paging presets, known as instant call pages, configured by the agency within the Motorola 7500 can be requested from CAD to terminal-specific Motorola consoles. These CAD paging requests will reference specific pre-programmed instant call pages configured within Motorola through a serial connection

1.1.6 CAD – ProQA Platinum Certified Interface (Import/Export)

This is a two-way interface between CS Pro Suite and ProQA. From a call for service (CFS) in CAD, the ProQA application is launched manually or automatically from configured incident codes. CAD sends CFS data to ProQA. CAD users select the appropriate ProQA discipline (Law, Fire, or Medical), and follow the scripted call dialog within ProQA. When triggered by ProQA, CAD imports the call details, including the Responder Summary, to the CFS and updates the incident code if necessary.

1.1.7 CAD – PulsePoint API Interface (Export)

This is a one-way interface from CS Pro Suite to PulsePoint's Respond incident reporting system. CAD Calls for Service (CFS) records and unit response time information are exported to PulsePoint via two database views hosted by CentralSquare on the CAD production server. CentralSquare supplies PulsePoint with database user credentials to access these views. PulsePoint will query the database at an approved frequency to retrieve specific CFS and unit information for import into their Respond system. The information retrieved by PulsePoint will be made available via PulsePoint's Respond application. PulsePoint then uses this information to push alerts to citizens running the PulsePoint Respond mobile application, informing them of live EMS incidents within the agency's CAD. The goal of this integration is to create a public alert system for EMS incidents as they happen, empowering citizens to provide aid to a patient prior to the arrival of EMS units on scene.

Customer must ensure that any necessary PulsePoint components or licenses are purchased and correctly configured.

1.1.8 First Due Interface (Export)

This is a once-way interface from CentralSquare Pro Suite to First Due RMS. CAD exports call for service (CFS)

data, based off of CAD Commands, in an XML file sent via a RESTful web service. The data in this file is then imported into First Due RMS via a process completely external to CentralSquare Pro Suite.

1.1.9 CAD – Basic Paging Interface (SMTP/Email)/(Export)

This is a one-way interface from CS Pro Suite. Pages are sent via email and/or SMS from CAD. CS Pro enables the paging functionality in CAD. Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.10 CAD-E911 (ANI/ALI) Interface (Import)

This is a one-way interface from the 911 service provider, Mid America Regional Council (MARC), to CS Pro Suite. It pre-populates calls for service (CFS) by parsing raw spill data from the 911 service and importing it into CAD.

Central Square is responsible for: configuring parser after data feed is confirmed, coordinating testing of the parser with the agency before Go Live.

Customer must ensure that:

- *The 911 service provider sets up the serial connection from the 911 controller to CAD.*
- *The 911 spill data can be pushed to CAD at an agreed-upon frequency.*
- *ALI data meets NENA standards*
- *Make several test calls before Go Live, Central Square recommends the following be coordinated:*
    - *2 Residential Calls*
    - *2 Business Calls*
    - *3 or more wireless Calls*

1.1.11 FDM CAD to First Due Fire Records (temporarily)

First Due will provide a one-way interface with the FDM CAD until CentralSquare Pro Suite is Go Live. This will be for the purpose of Incident Reporting and Response utilizing FDM CAD Calls for Service data set.

1.2 Data Conversion

CentralSquare will provide data conversion services for Pro Suite from one (1) of Customer's current software database sources (FDM CAD) to one (1) CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

CentralSquare will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to CentralSquare software. The contents of the data conversion will be determined by the mutually agreed upon Data Conversion Specification Worksheet. The GIS Specification document attached as Appendix A to this Exhibit B, outlines the GIS requirements

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 1.2 are not a 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.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:
a.   MS SQL .bak files with database version and credential information from MSSQL Server 2008R2 or newer
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

1.2.1 FDM CAD
Data will be converted into the CentralSquare CAD module from the FDM database and data will be provided in one of the formats listed in Section 1.2 of this Exhibit. Data will be in a form substantially similar to that of the file provided.

Major Task	Description
Schedule	CentralSquare and Client 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	Client will provide data in a format compatible with conversion and provide 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.
System Configuration	Agency to finalize system configuration and at a minimum after the BPR and prior to system review.

System Walk Through	An in-depth review between CentralSquare and Client SME will be held. This meeting may be recorded, and Client should be prepared to operate within the UI of the old system to provide examples and context. A Data Conversion Coordinator will draft the Data Conversion Specifications Document.
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. Client will Map Code Table data using the tool.
Data Conversion Iterations	CentralSquare will convert data into Client's system which has been dedicated for Data Conversion Testing. This is an iterative process and may involve new extracts and a refresh from the current Training system into the Data conversion system and a purge of data from the Data Conversion target system.
Review and Validation	Client will review data conversion and provide feedback via designated Central Square tools. This is an iterative process.
Sign Off	Client 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	Client signs off on the Final Data conversion

1.2.2 One-time GIS Data Set Up

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this Agreement.

1.3 First Due Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will strive to migrate applicable data from Customer's existing systems utilizing data migration best practices however there may be circumstances that do not allow for comparable field mapping. The best practices include:

1. Data Migration Planning Session
   o **Prioritize data based on module implementation**
     ▪ Import data in phases based on requirements and module priorities
       o Option 1: Import Data Twice
         ▪ Upon initial implementation to aid in configuration & planning
         ▪ Upon Go-Live to account for additions or changes after the initial import
       o Option 2: Import Data Once
         ▪ Upon Go-Live for migrating all legacy data that is not required to begin or complete implementation
   o **Data Mapping & Gap Analysis**
     ▪ Develop Mechanism and plan for importing data gaps
   o **Assistance/Guidance in extracting data from existing system/s**
       Generate reports, queries
   o **Mapping extracted data to First Due import workbooks or creating custom scripts**
   o **Importing of Data into First Due**

2.0 Customer Hardware, Network and Power Requirements

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network, and power requirements for the System.

2.1 Server Hardware

1. Servers located at City will be upgraded to meet the CentralSquare sizing specifications to accommodate the installation, integration, operation and maintenance of the hardware and facilities set forth in this Statement of Work.

2.2 Production and Testing/Training Server Network Requirements

1. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

3.0 Services

3.1 Project Management

3.1.1 Customer Project Manager
Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project.

Customer will identify a Build Team to work with CentralSquare. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (8:00 AM CST to 5:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

3.1.1.1 Customer's Dedicated Project Manager Responsibilities
1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
   (a) Module Subject Matter Experts (SMEs)
   (b) Hardware Project Manager
   (c) CentralSquare Build Team Members
   (d) Data Conversion Review Team Members
   (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager
5. Eliminate roadblocks for completing project on schedule
6. Unless prohibited by local law, sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

3.1.2 CentralSquare Project Manager and Project Team
From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of

Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Project team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team shall move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

First Due works very closely with you to ensure the application is ready for go-live. During the Implementation you will be assigned a Client Success Manager and Implementation Manager who will lead you through the process. Below is a description of each component of our implementation.

Any issues introduced by CentralSquare or its contractor (if applicable) to the Lee's Summit System during the implementation prior to Go Live for the purchase contemplated under this Sales Order will be routed through the respective implementation teams, at no additional cost to Customer, to address such issues in an escalated fashion with the Lee's Summit Police Department and/or Fire Department. These issues include but are not limited to interfaces, system configuration, or reports contained within the report generator. However, any issues related to customer created reports shall be addressed by CentralSquare through additional hours purchased on a time and materials basis.

3.2.1 Pro Suite Kickoff Meeting
Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 Pro Suite Business Practice Review
During this meeting, the CentralSquare project team works with Customer's build team and will demo CentralSquare Suite modules and guide Customer on its configuration tasks.

3.2.3 First Due Discovery & Planning
During a project kick-off meeting CentralSquare/First Due will identify the key components of the configuration, customer stakeholders and establish project timelines. After this stage CentralSquare/First Due will have a clear path for the project schedule and establish a Go Live date.

3.2.3.1 Configuration
Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Consultants, remote online sessions, but is considered a Customer responsibility to complete.

First Due is an out-of-the box system but can be configured for your Agency's needs. CentralSquare will work with Customer to configure all the parts of the application necessary for go-live and beyond. These configuration sessions will generally occur weekly, and also act as administrator training.

3.2.3.2 First Due Software Optimization

Once the account is configured, CentralSquare/First Due will arrange a small end-user testing group to begin to use the application out-in-the-field. This is an iterative process in which CentralSquare/First Due listens to feedback and make adjustments to the product in real time.

3.2.3.3 Data Conversion and GIS Data Conversion Process

Only data both present in backups provided of FDM CAD and related target locations in CS Pro CAD will be converted into CS Pro CAD. The scope of the CAD conversion is set forth in the Data Conversion Specification Document, attached as Appendix B to this Exhibit B. Any additions to the scope of the conversion may incur additional charges and project timeline extensions. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Consultant. CentralSquare will convert the data into the fields outlined in *Appendix B*.

To limit the amount of manual entry required on the Customer side during set up of the system the CentralSquare Data Conversion team will provide Configuration Helper Templates for the customer to complete. The completed file will be imported into the system. An example of these templates can be found in *Appendix D* to this Exhibit B. The following items can be handled in this way

- Users

- CAD Units

- Incident Codes

Any additional System Configuration code tables will not be part of this import process. Code tables are groups of similar data items stored together within the database. They commonly appear in Pro Suite as dropdown list. Examples of Code Table would be a list of employee names or states.

A major part of data conversion is the review of data that has been converted to CentralSquare software. Customer plays a key role in this data review. The roles of the Customer and CentralSquare include the following responsibilities.

Customer Responsibilities	- Use the provided in-system data mapping to map fields between FDM and Pro Suite - Add needed data elements to field tables within the system - Review imported data after each trial run completed by CentralSquare and report issues within the mapping tool - Complete provided Configuration Helper Templates
CentralSquare Responsibilities	- Provide a Data Conversion Coordinator to work with the client to report Date Conversion issues - Complete trial runs of Data Conversion for customer to review. This will be a repetitive process to address reported issues

	• Complete final data conversion run during Pro Suite Go Live

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

See *Statement of Work: 1.2 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.3.4 Interfaces
See *Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

CentralSquare software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

3.2.4 Final System Review
Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.5 Train-the-Trainer and/or End User Training
CentralSquare offers several options for PRO end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

First Due training will begin once we have sign-off and the product is ready for go-live. CentralSquare/First Due and Customer will build the necessary training plan together, which may include train-the-trainer sessions, end user training, custom training videos/content or even onsite sessions. The training section below provides more detail on included training.

3.2.6 Go Live
CentralSquare provides remote support starting the day that the Pro Suite is Go Live, as defined in this Statement of Work. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

The transition of the Pro Suite from a test environment to a production environment to make the Pro Suite Go Live is a scheduled activity that will require resources from both Customer and CentralSquare teams.

Go Lives are conducted on consecutive weekdays (Monday-Friday). Go Lives that require CentralSquare support, begins before, or extends beyond weekdays (unless included in the Scope of Work) are subject to

additional cost.

"Pro Suite Go Live" means the first event that occurs when Customer first uses a Pro Suite as a live, non-test-bed environment. This can be exhibited by events such as completion of the first real world call for service, the entry of a first real-world case report, or a similar even dealing with real-world use.

"First Due Go Live" means the system configuration is complete, training is complete as set forth in Section 3.2.5, and users have system access to First Due software modules.

3.2.7 Software Delivery Acceptance

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in the Master Agreement.

3.2.8 Hardware Delivery Acceptance

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity

3.3 Acceptance Management

Acceptance by Customer of the project's services and deliverables means that the milestones have been completed in accordance with this Scope of Work.

The parties agree to the following acceptance management process:

1. The CentralSquare Project Manager will submit an acceptance form for each payment milestone to the designated Customer approver.

2. Customer approver will accept or reject the milestone completion based on specific SOW terms within five (5) business days from the receipt of the acceptance form from the CentralSquare Project Manager.

3. If Customer approver does not accept or reject the milestone within five (5) business days from the receipt of the acceptance form, it will be considered accepted.

4. If Customer rejects any milestone, it will be reviewed by CentralSquare to determine if the issue can be corrected. Upon correction of the issue, CentralSquare will submit another acceptance form for such milestone to the designated Customer approver and the parties will follow the same process set forth in this Section 3.3.

Until the issue is resolved, the milestone will not be considered Go Live and accordingly the City's final milestone payment will not be due. Further corrections or revisions will be addressed under the Warranty provision of the Agreement.

The System will not be Go Live until all milestones included in this Scope of Work have been accepted by Customer.

3.4 Training and Go Live Support

3.4.1 Training
CentralSquare staff will provide for remote training.

3.4.1.1 System Configuration and Training
Pro System Configuration and Training

The first portion of Pro Suite training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

First Due Configuration and Training

First Due is focused on providing training necessary to ensure effective user adoption of the platform. As part of this Statement of Work, the customer will receive training throughout the implementation process as outlined below:

1.   Webinar Administrator training during configuration sessions as needed

2.   Webinar formal Train-the-Trainer Session(s) during the training phase as needed

3.   Access to online training videos, documents, content, and interactive knowledgebase

3.4.1.2 PRO Train-the-Trainer and/or End User Training
Instructors will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored, with input from Customer to the features and functionality in CentralSquare software that each group needs to know and use.

3.4.2 PRO Training Resources
Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.4.2.1 Instructor Resources
1.   One (1) computer with a network connection

2.   Most recent CentralSquare Suite version installed and tested (includes login)

3.   Two (2) projectors and two (2) screens set up and tested

4. One (1) podium or desk for Instructor

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)

2. One (1) supervisor will attend every class to address policy questions

3. No more than ten (10) trainees in each class

4. Most recent CentralSquare Suite version installed and tested (includes login)

5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.4.3 Pro Suite Go Live Support

CentralSquare staff will assist users with questions that arise during Pro Suite Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be remote for Go Live. (1 person for 4 days)

3.4.4 First Due Post-Go Live Support

After First Due is Go Live, CentralSquare will provide initial Help Desk services, in accordance with their Master Agreement, relating to any reported errors or defects detected with respect to such items. During this time, CentralSquare will assist City in determining the nature of the problem and will contact First Due for resolution. First Due will use commercially reasonable efforts to follow-up with CentralSquare and maintain contact with City to coordinate problem resolution. Support and maintenance will be provided in accordance with First Due's technical support guidelines, attached as Appendix C to this Exhibit B.

Appendix A to Exhibit B – GIS Requirements

GIS Introduction

This document contains the GIS data requirements for CentralSquare Technologies' mapping application. These specifications have been created to guide you in the development and maintenance of all information necessary to support our mapping technologies. CentralSquare Technologies has developed a great deal of industry experience and along the way we have accumulated an in-depth knowledge of the fundamental map-related functions. With this understanding, we have managed to cut down on the amount of required attributes to support these functions.

The mapping requirements are written for an experienced GIS analyst and should be treated as such. If your organization does not have the appropriate resources allocated for this type of GIS work, the GIS data creation work should be sub-contracted out to an experienced GIS firm. The data should be created using standard ESRI ArcGIS editing software built to accommodate routing using network analyst.

CentralSquare Technologies requires the Client to submit their GIS data, built in accordance with the requirements listed below, before every install or data update. CentralSquare Technologies will, in turn, review the GIS data and provide a report detailing the errors encountered during the review and packaging process or, if the data is clean, will push a complete data package out to users. This will ensure that the data is ready to be installed and will be thoroughly tested to guarantee that the software functions properly.

If through various methods of testing, CentralSquare Technologies finds the data to be incomplete, an error report will be passed along to the data creator for revision. Once the errors have been fixed, the data creator will re-submit the data. CentralSquare Technologies will run the submitted data through a data utility that will populate new standardized files that will be used in various CentralSquare Technologies applications. There are several reasons why we ask for the data to be sent to us before it is being deployed, but as you are reading this you might be thinking that submitting the data will be a hassle. If that is the case we would urge you to consider this:

By having CentralSquare Technologies setup and test the deployed data you get:

- A dataset that will be tested, prepared, and designed specifically to run in CentralSquare Technologies powered applications. Deploying data that has not been tested can potentially have a myriad of errors that will need to be investigated. This does not only delay the deployment, but it also can cause the data to limit the functionality of the map. Since this is a mission critical application, it should be in the users' best interest to ensure the data works as well as it possibly can.
- A dataset that directly reflects the information that was derived from the submitted source data. We are not going to change any of your data. We are simply making sure that every data deployment is consistent based on the information that you are sending us.
- A list of actual and potential errors that otherwise would be hard to detect. Our GIS data utility will look for certain aspects of the data that will affect how the 911 calls are displayed on the map. These errors are very important to catch before an emergency strikes.
- A very quick turn-around time from the time the data has been submitted till the time you can

download a dataset that has been fully tested and ready to be deployed in the dispatch center.

Required Map Layers

Essential GIS Requirements

Data Format

- Raster - ESRI-supported Raster types
- Each layer must be assigned an ESRI-recognized spatial reference
- Vector – ESRI Shapefile or Geodatabase
  - *Submitted geodatabases should not contain relationships, subtypes, or domains.*

CentralSquare Technologies does not limit the features included in the data, but does require that each feature have correct **geometry** within a ESRI-recognized **spatial reference**.

Attributes

CentralSquare Technologies does not require a specific data schema be followed, the only requirement is that fields exist that contain the attributes as described in this document.

Hyperlinking

Any layer can be set to allow hyperlinking to an outside source, whether that be an internet page or a file either on the local workstation or network location. These files can be either pdfs or image files (jpg, gif, png, etc.). The intended hyperlinked layer must contain a field with the full path name of the document or page to be linked. Notice must then be given to CentralSquare Technologies regarding that layer and its intent to be hyperlinked.

Road Segment Layer Requirements

The Road Segment layer is a line layer representing the centerline of roads, streets, highways, etc. It is required that conventions used in the attributes of the Road Segment Layer are accepted by the United States Postal Service (USPS) as per USPS Publication 28.

Road Segment Layer Schema

Fields required for Address Verification

Column / Field	Description	Examples
Left-start Address Range	The left starting range is the first house number on the left side of the street at the beginning of the line.	100
Left-end Address Range	The left ending range is the last house number of the left side of the street at the end of the line.	198
Right-start Address Range	The right starting range is the first house number on the right side of the street at the beginning of the line.	101

Right-end Address Range	The right ending range is the last house number of the right side of the street at the end of the line.	199
Street Name Pre-Directional	The street name pre-directional is the directional value that appears before the street name.	N
Street Name Prefix Type	The street name prefix type is the street type value that appears before the street name.	STATE HIGHWAY CO RD
Street Name	The street name is the primary name value within a street name that doesn't fall within the category of a directional, highway prefix type, or street suffix type. For example, the "1st" in "N 1st St SE", the "5th Ave" in "5th Ave Cir", or the "13" in "US Highway 13"	1ST MAIN 26
Street Name Suffix Type	The street name suffix type is the street type value that appears after the street name, such as the "St" in "N 1st St SE".	ST
Street Name Post-Directional	The street name post-directional is the directional value that appears at the end of the street name such as the "SE" in "N 1st St SE".	SE
Full Street Name	The Full Street Name is the concatenated value of the five parsed out street name fields. It is used for identification and labeling in the map document. It will also be used to provide street name suggestions when typing in CAD.	N 1ST ST SE W US HIGHWAY 26 CO RD 15
Left Community	The left community is the name of the political entity in which the left side of this street lies.	SIOUX FALLS
Right Community	The right community is the name of the political entity in which the right side of this street lies.	SIOUX FALLS
Left State	The left state is the standard two letter abbreviation for the state in which the left side of this street lies.	SD
Right State	The right state is the standard two letter abbreviation for the state in which the right side of this street lies.	SD
Left Zip Code	The left zip code is the five-digit postal code in which the left side of this street lies.	57108

| Right Zip Code | The right zip code is the five-digit postal code in which the right side of this street lies. | 57108 |

Fields required for unit routing and other optional fields

Road Classification	The road class is the value assigned to a road segment that places it within a category. See description below.	5
Rate/Speed Limit	The rate is the value assigned to the road segment that is used to calculate the time to traverse each segment.	65
One-Way Value	The one-way value indicates the direction of travel along a road segment. Applicable values are: "" (blank) – Indicates a road segment can be traversed in both directions "**FT**" – Indicates a road segment can be traversed from the beginning of the line to the end of the line but not in the opposite direction. I.e. in the direction the segment was digitized "**TF**" – Indicates a road segment can be traversed from the end of the line to the beginning of the line but not in the opposite direction. I.e. opposite of the digitized direction. Values other than these will be disregarded and the street segment will be treated as a two-way street.	FT
Principal Value (optional)	The principal value is in the case of alias roads that are stacked on top of each other. The value indicates which stacked road segment contains the primary street name information. If the road segment contains the primary road name information, this value should be "**0**". If the road segment contains secondary/alias street name information the value should be "**-1**".	0

Road Segment Layer Spatial Considerations

Multi-part Geometries

Geocoding and Routing technologies generally do not handle multi-part geometries (one record in the table, two or more spatial features) very well. If part A is at one location, part B is at another location and

both segments are completely disconnected, geocoding and routing logic breaks down. The Road Segment Layer should be completely void of multi-part geometry.

Contiguity:

Routable road networks require lines to connect (share a common node). Unintentional gaps found in existing line data must be closed by adjusting a line's vertices or by the addition of a new line.

Line direction:

In ArcGIS, lines have a direction, i.e. a start point and an endpoint. This direction should follow logical patterns to make the most sense to those using and maintaining the data alike. Generally, street lines should point in the direction that house numbering increases.

Line segmentation:

Line segmentation refers to the division of lines into independent sections. This is an important issue to both geocoding and networking, and integral to the operation of our software. Geocoding requires road segments to end and begin in sequence with addressing practices. Therefore, if a street name or a numbering system changes along a line segment in a GIS file, that line must be split into different segments at the point where the address range changes.

The following are instances where a line / road need to be split:
- Road name changes
- When intersecting another road
- When an address range is no longer contiguous
- At the boundary of communities

Road Segment Layer Attribute Considerations

Assigning Address Ranges Information

The road layer needs to have fully attributed road range information to ensure that every possible actual address within the jurisdiction can be placed on the map. There are some very important considerations you need to consider when assigning the road ranges. Not only should you be interested in making the address plot somewhere on the map, but you should also make sure that it plots in the right location. Even though this sounds obvious, this work cannot be scrutinized enough. Since the addresses are interpolated based on the address ranges assigned by the data creator, ensure that you account for the placement regardless of whether the address is in a municipal or rural setting. This work should be thoroughly tested through batch geocoding using an address database to ensure proper placement and high match percentage.

Left and Right City Explained:

The "Left City" and "Right City" refers to the community name, postal zone name, or MSAG community on either side of a road segment. Many times, a road segment is the boundary line between two communities, in these cases the left and right values may be different. The line direction of the road segment must be considered when assigning these values so that the values match the left and right address ranges. The left and right values should also match the community, postal zone, or MSAG name that appears in any corresponding address points.

Populating Road Names:

The road names are parsed into 5 separate fields to ensure proper variation during the geocoding of a street address. These components are read by the geocoding address locator to match the location that is requested. There are some common rules that should be considered when populating these fields.

- When creating this data set, keep in mind that you are trying to match the values that will come to the dispatch center when someone dials 911 from their landline phone. These values are more than likely stored in a 911 database and an MSAG (Master Street Address Guide). Try to acquire this information from the 911 center to ensure proper assignment of the road attributes. Match these values against the ones you have in your GIS data to disclose any discrepancies that might exist.
- When populating the road segment name fields, please refer to USPS Publication 28 Appendix C for the proper street type abbreviation, at the same time as you incorporate the information found in the MSAG (Master Street Address Guide).
- It is strongly recommended that common naming conventions be used for all roads of the same type. For example, all Interstates should use "Interstate X" or "I X" and all highways use "HIGHWAY X", "US HWY X", "STATE HIGHWAY X". Using mismatched naming schemas can significantly increase search times.
- Please keep in mind that pre-or post-directionals in a street name should be abbreviated. The allowed values are as followed: "N", "S", "E", "W", "NE", "NW", "SE", and "SW".

Road Name Aliases:

If a road is known by more than one name and that name is going to be used for address verification or searching, a system needs to be in place to accommodate this. Roads can be stacked on top of each other for each alias name, or an alias name table can be used. If roads are to be stacked, please include a principal value field to indicate which is the primary road name.

"Road Class" Field Explained:

The road class field is used when assigning a hierarchy for routing purposes. It essentially makes use of a tiered-system to determine which road to route down. The lower the number, the more likely the routing will use that segment over another, higher numbered road. Note this is not the only factor that determines routing, as the speed, length, and one-way restrictions of a road are considered as well.

CentralSquare Technologies uses a general rule of thumb when assigning these values for symbology purposes.

1 = Interstates
2 = US Highways
3 = State Highways
4 = County Highways/Roads
5 = All other Township and Local roads
6 = On/Off Ramps
9 = Forest Service Roads
10 = Private Roads

<u>"Label" Field Explained:</u>

All roads do not need to have a value in the label field. Keep in mind that the label should be the name of the street and not the description. Roads with names such as "Alley", "Unknown", or "Ramp" should be left blank.

Recommended Map Layers

Address Point Layer Requirements

The Address Point Layer is a point layer representing the physical location of structures with a physical address. Address points can be created in many ways including collection by GPS equipment, batch geocoding, creating centroids point locations from a parcel layer, or by digitizing the location of structures from an aerial photograph and performing field validation. An address point should also be created for the location of any cell towers.

Address Point Layer Schema:

Fields required for address verification

Column / Field	Description	Examples
Full Address with Unit (if applicable)	The full address is the complete postal address of the address point. This typically consists of house number, street, and secondary unit information. This field will provide the suggestions when typing an address.	100 W MAIN ST N BLDG 3 APT 20,
House Number	The house number is the beginning alphanumerical component of the Full Address. While usually just a house number, it should also include any applicable house number prefixes or suffixes.	100 N1578 123 1/2
Street Name Pre-Directional	The pre-direction is the directional that comes prior to the street name.	W NE
Street Name	The street name is the name of the street in the full address excluding the street type. It should include any highway prefix types as well.	MAIN 330TH HIGHWAY 5
Street Name Suffix Type	The street type is the type of street in the full address.	ST AVE
Street Name Post-Directional	The post-direction is the directional that comes after the street name.	N SW

Unit Type (optional)	The unit type is typically the designation of the type of unit (LOT, APT, UNIT, STE, etc.) In the case of multiple units per address, this can be used for the first modifier.	APT BLDG 1
Unit Number (optional)	The unit number is the value of the unit. This can be a letter, number, or word. It can also be used as the entire unit field.	20 APT 1 BLDG 1, APT 5
Community	The community is the name of the political entity from where this point lies. This should match the value attributed to the road segments L/R community.	SIOUX FALLS
State	The state is the standard two letter abbreviation from where this point lies.	SD
Zip Code	The zip code is the five-digit zip code from where this point lies.	57108

Point Placement

Depending on the address point type, the location of the point will vary. The location can be the location of the structure, the access point or another other logical physical location. There must be a separate point created for each unique delivery address.

Populating Address Points:

Address points are made up of multiple fields to allow for easier address geocoding and matching. A few considerations should be noted when assembling your data.

- When creating this dataset, keep in mind that you are trying to match the values that will come to the dispatch center when someone dials 911 from their phone. These values are more than likely stored in a 911 database and an MSAG (Master Street Address Guide). Try to acquire this information from the 911 center to ensure proper assignment of the road attributes. Match these values against the ones you have in your GIS data to disclose any discrepancies that might exist. A customer listing (TNExtract) from your landline phone providers may also be used to match against.
- When populating the address point fields, please refer to USPS Publication 28 for the proper street type standardization, at the same time as you in corporate the information found in the MSAG (Master Street Address Guide).
- It is strongly recommended that common names are used for all roads of the same type. When dealing with highways, all Interstates should use "Interstate X" and all highways use "HIGHWAY X", "US HWY X", "STATE HIGHWAY X", or whatever format your agency uses. Using mismatched naming conventions can significantly increase search times.

- Please keep in mind that the pre-or post-directional in a street name will either be a one or two-character abbreviation. The allowed values are as followed: "N", "S", "E", "W", "NE", "NW", "SE", and "SW".
- Valid unit types include only the following types: "APT", "BLDG", "BOX", "BSMT", "DEPT", "FL", "FRNT", "HNGR", "KEY", "LBBY", "LOT", "LOWR", "NO", "OFC", "PH", "PIER", "REAR", "RM", "SIDE", "SLIP", "SPC", "STOP", "STE", "TRLR", "UNIT", and "UPPR".
- There are two total fields available for unit descriptions (Unit Type and Unit Number). Any combination of these two fields maybe used when attributing units. The unit information could be contained to one field (Unit Number) or split between the two. If the data contains multiple unit values, these can also be split between the two fields or combined into one –"BLDG 2"(Unit Type) "APT 5" (Unit Number) or "BLDG 2, APT 5" (Unit Number).

Mile Marker Layer Requirements

The Mile Marker Layer is a point layer which represents the location of a mile marker sign along a highway, road, river, trail, or other feature.

Mile Marker Layer Schema:

Fields required for verification

Column / Field	Description
Mile Marker Number	The number that is printed on the mile marker sign.
Street Name Prefix Type (optional)	The highway designation of the road name. For example, "USHY", "I", or "HWY". This value should match the value used in the other layers.
Street Name	The street name is the name of the road excluding the prefix type if it is separate. For mile markers not along a highway, this would include the full name of the feature (trail, river, etc.).

Community Layer Requirements

The Community layer is a polygon layer which represents the boundary of the communities used for the road segments and address points layers. These may be postal communities, MSAG communities, or another political boundary layer.

Community Layer Schema

Column / Field	Description
Name	The name value should contain the City name as defined by the MSAG.
Postal Code	The postal code is the five-digit value assigned to the postal zone.

Unit Recommendation Polygon Layers

CentralSquare Technologies allows the use of both specific address points and map polygon layers for purposes when configuring unit recommendation run cards. When providing a polygon map layer for purposes of unit recommendation, please adhere to the following:

Polygon Layer Spatial Considerations

Contiguity:

Polygons should be contiguous (no gaps), encompass the entire Road Segment Layer, and not overlap each other. They should meet exactly at boundaries and be coincident with the road segments where applicable.

Polygon Layer Schema:

Column / Field	Description
Name/Label	This is the value used to describe the feature. It is the value that will be used to primarily identify and label the feature on the map. It can be the name of polygon zone, the name of the responder, or some other variation. It should accurately represent the zone it covers.

Additional Map Layers

The following layers are optional and are typically included in mapping for display purposes.

- Railroads
- Lakes
- Streams
- County Boundaries
- Corporate Limits
- Parcels
- Landmarks/Common Places
- Parks

- Beats or Zones
- Neighborhoods
- Emergency Response Zones
    a. Fire
    b. Law
    c. EMS
- Utility Information
- Hazardous Materials

Additional Layers

There is no limit to the number of additional layers that can be added into the mapping. If they would be useful for dispatchers, we recommend they be included. If the number of additional layers exceeds a typical amount, CentralSquare may ask the agency for assistance with map document creation to set the symbology and labeling for each included layer.

Appendix B to Exhibit B – Data Conversion Specifications

The following fields are available for the Pro CAD Data Conversion. These will be reviewed with the Customer during the initial data conversion call and mutually agreed upon.

Module/Field
CFS LOG
STREET
CITY
LOCATION DETAILS
PRIMARY INCIDENT CODE
ADDITIONAL INCIDENT CODE(S)
BEAT
ZONE
MOD
PRIORITY
CALL TAKER
CALL DATE/TIME
USE CAUTION
PRIMARY DISPOSITION
ADDITIONAL DISPOSITION
INITIAL REPORTER
NAME
STREET
CITY
STATE
ZIP
DATE/TIME
HOW REPORTED
FROM NUMBER
CONTACT NUMBER
CAD COMMAND LOG
UNIT DISPATCH HISTORY
PRIMARY UNIT
REPONSE TIMES
ASSIGNED
ENROUTE
ON SCENE

COMPLETED	
ADDITIONAL NAMES	
INVOLVEMENTS	
VEHICLES	
INVOLVEMENTS	
EXTERNAL AGENCY NUMBERS	
FILES ATTACHED	
STANDALONE CAD COMMAND LOG	
STANDALONE TOW CALLS	
STATUS	
RELATED CFS	
ADDED BY	
TOWED FROM	
TOWED TO	
VEHICLE	
DRIVER	
DRIVER ADDRESS	
HOLD	
COMMENTS	
ATTEMPTS	
BULLETINS	
EDITED AT	
TYPE	
EXPIRES	
ASSOCIATED EVENT	
MESSAGE	
NAMES	
VEHICLES	
LOCATIONS	
AGENCIES	
DIVISIONS	
NOTES	

Appendix C to Exhibit B – Technical Support Guidelines

FIRST DUE SUPPORT, PRIORITY AND RESPONSE GUIDELINES

Technical Support Services

The parties acknowledge and agree that CentralSquare may receive initial support calls from End-Users and when such support calls are determined to be concerning the use and functionality of the First Due ("Vendor") product(s), CentralSquare shall promptly refer the End-User to Vendor to provide support in accordance this Appendix C.

Support Hours

Technical Support is provided from 9:00 AM to 8:00 PM EST, Monday through Friday, excluding U.S. bank holidays ("**Support Hours**"). Initial End-Users requests received by CentralSquare for support will be transferred directly to a Vendor customer success representative for support requests during the above Support Hours. In the case of urgent / emergency situations, either CentralSquare or End-User may contact the Vendor support organization directly by telephone at **888-504-0016** or by e-mail at support@firstduesizeup.zohodesk.com Vendor shall designate a principal contact and a back-up contact for support issues (the "**Vendor Support Contacts**") and shall provide email and phone contact information for such individuals. Vendor will track and log all support requests, and CentralSquare or End- User may email Vendor at any time to inquire about a support request. Emails received outside of the above Support Hours are collected, but no action can be guaranteed until the next business day.

Incident Priority and Response Times

The following guidelines are used to determine priority of incidents and response timeline. To enable such support, the End-User must report technical issues in a timely manner to its designated Vendor Support Contact(s) and provide reasonable assistance as requested by Vendor to diagnose and resolve such issues.

When End-User logs a support request in accordance with the process described above, Vendor will (a) acknowledge the request as soon as practicable and, in any case, in accordance with the table below, (b) use reasonable commercial efforts to resolve each significant error by providing a reasonable workaround, an object code patch or a specific action plan for how Vendor will address the problem, (c) provide an estimate of how long it believes it will take to resolve the problem, and (d) provide ongoing updates pursuant to the table below.

Vendor will provide the service on a 24x7x365 basis with an uptime guarantee of 99.9% availability excluding scheduled maintenance. Vendor will respond to customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the End-User, or discovery, of the error	12 hours from receipt of initial notice from the End-User, or discovery, of the error	1 day from receipt of initial notice from the End-User, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	60 minutes from receipt of initial notice from the End-User, or discovery, of the error	12 hours from receipt of initial notice from the End-User, or discovery, of the error	1 day from receipt of initial notice from the End-User, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the End-User, or discovery, of the error	3 days from receipt of initial notice from the End-User, or discovery, of the error	15 days from receipt of initial notice from the End-User, or error discovery

Appendix D to Exhibit B – Sample Configuration Helper

Agency	Station	Unit Name	Details	Type	Dispatching Agency ORI	
SFFD	Sioux Falls Fire Department	EN3	Engine	Fire	SD049013N	
TFD	Tea Fire Department	T1	Tanker	Fire	SD049013N	

Exhibit C

FIRST DUE
EULA AGREEMENT FOR VENDOR USE OF PRODUCTS

1. Locality Media, Inc. dba First Due ("Vendor") maintains a website through which the City of Lee's Summit ("Customer") may access software-as-a-service platforms and solutions identified in Exhibit B of the Sales Order between the CentralSquare Technologies, LLC and Customer ("Agreement") (collectively, the "Service"). Vendor agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.

2. Vendor shall provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Vendor product(s) set forth in the Quote, which is attached as Exhibit A to the Agreement ("Vendor Products"). The Customer shall access the Vendor Product(s) only by using such Credentials and APIs. The Customer authorizes Vendor to act on any instructions Vendor receives from users of the Vendor's Product(s) who present valid Customer Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the Vendor Product(s) depends on the availability of data and information relating to locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Vendor also may process and furnish through the Vendor Product(s), in addition to Location Data, other data regarding residents and roadways within the Customer's Vendor Product(s) ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Vendor may acquire Data from third party public and/or private sources in Vendor's discretion. In addition, the Customer will upload to the Vendor Product(s) or otherwise provide to Vendor in such form and using such methods as Vendor reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Vendor. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Vendor a perpetual, non-exclusive, worldwide, royalty-free right and license to process and use the Data furnished to Vendor by the Customer in connection with the development, operation and performance of the Service to Customer. Vendor shall not use the Data for any other purpose, or disclose the Data to any person or entity who is not required to have access to the Data for the sole purpose of providing the Service to Customer.

3. As between the parties, the Customer and its employees, contractors, members, users, agents and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Vendor Product(s). The Customer acknowledges that Vendor, through Vendor Product(s), provides an interface for viewing Data compiled from an Customer and other sources over which Vendor has no control and for which Vendor assumes no responsibility. Vendor makes no representations or warranties regarding any location or structure (including but not limited to a location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history)), residents, roadways, or any actual or expected outcome from use of the Data, nor does Vendor make any representation or warranty regarding the accuracy or reliability of the Data received by Vendor. Vendor provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through Vendor Product(s) and Professional Services and shall not be responsible for the Customer's or any third party's use of any information obtained through Vendor Product(s) and Professional Services.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and

software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Vendor shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Vendor ("Technical Problems").

5. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 5 and Sections 6 through 9 and 13 through 23 hereof shall survive any termination or expiration of this EULA Agreement. Vendor owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Vendor to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein. Except as expressly provided in this EULA Agreement or as otherwise authorized in advance in writing by Vendor, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.

6. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this EULA Agreement shall be deemed Vendor's Confidential Information. The parties further agree that all patient and personally identifying information, and any other information processed by federal or Missouri law is "Confidential Information". Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

7. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this EULA Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this EULA Agreement and in each case who have been advised of the confidentiality provisions of this EULA Agreement, have been instructed to abide by such confidentiality provisions.

8. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this EULA Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 6 or 7 by the other party, any of its employees, agents or consultants.

9. VENDOR REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY

THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, VENDOR MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES VENDOR WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.

Vendor will provide the service on a 24X7X365 basis with an uptime guarantee of 99.9% availability excluding scheduled maintenance. Vendor will respond to customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	12 hours from receipt of initial notice from the Customer, or discovery, of the error	1 day from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	12 hours from receipt of initial notice from the Customer, or discovery, of the error	1 day from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 day from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

10. EXCEPT AS SET FORTH ABOVE IN SECTION 9, VENDOR MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. VENDOR SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

11. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this EULA Agreement, to provide any data furnished by the Customer or entered in Vendor's Product(s) by an Customer ("Data") to Vendor, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this EULA Agreement and in accordance with the laws, regulations and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each End- User as if such activities had been performed by the Customer.

12. Vendor will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, fines, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, penalty, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Vendor of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, or the Customer's breach of any third party agreement.

13. Intentionally Omitted.

14. Such indemnification under Sections 12 and 13 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.

15. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 12, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, VENDOR SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN THIS EULA AGREEMENT, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, VENDOR SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS $75,000.00.

16. All notices, requests, demands or consents under this EULA Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties as set forth below:

Customer	**Vendor**
City of Lee's Summit	Locality Media Inc. dba First Due
Attn: Information Technology Department	107 7th Street
220 SE Green St	Garden City, NY 11530
Lee's Summit, MO 64063	
	Email: accounting@firstdue.com
Email: ITS.helpdesk@cityofls.net	

17. Except as otherwise provided below, neither party may assign this EULA Agreement or any rights or obligations hereunder without the prior written consent of the other party. Vendor may assign this EULA Agreement or any rights or obligations hereunder in connection with the merger or acquisition of Vendor or the sale of all or substantially all of its assets related to this EULA Agreement, without such consent. This EULA Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

18. This EULA Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and a suit pertaining to this EULA Agreement may be brought only in courts in Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

19. Any modification, amendment or waiver to this EULA Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.

20. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any

obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this EULA Agreement.

21. Any delay in or failure of performance by either party under this EULA Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

22. This EULA Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this EULA Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.