



**SALES ORDER  
PURSUANT TO EXISTING AGREEMENT**

This Sales Order is intended as a binding Agreement between Upland Police Department, CA (“Customer”) and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including Superior, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc. (“CentralSquare”) and shall be effective as of the date of the last signature herein.

**Quote Number:** Q-172731 is attached to this Sales Order as Exhibit “A”. The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

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

**Payment Terms.**

**Services**

50 % due on the Effective Date of this Sales Order

50 % due on the Completion of Services

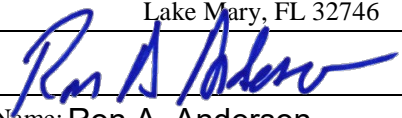
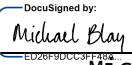
\*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare’s network for downloading, or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

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

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

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

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

<b>CentralSquare Technologies, LLC</b>	<b>Upland Police Department</b>
1000 Business Center Drive Lake Mary, FL 32746	1499 W 13th Street Upland, CA 91786
By: 	By: <small>DocuSigned by:</small> 
Print Name: Ron A. Anderson	Print Name: Michael Blay
Print Title: Chief Sales Officer	Print Title: City Manager
Date Signed: 6/24/2024	Date Signed: 6/24/2024   8:36 AM PDT

## Exhibit A

### Quote

**Quote #:** Q-172731  
**Primary Quoted Solution:** PSJ Enterprise  
**Quote expires on:** September 23, 2024

**Quote prepared for:**  
Richard Jeganathan  
Upland Police Department  
1499 W 13th Street  
Upland, CA 91786  
(909) 931-4312

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Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centrialsquare.com](http://www.centrialsquare.com).

#### WHAT SERVICES ARE INCLUDED?

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DESCRIPTION	TOTAL
1. Public Safety GIS/Analytics Services - Fixed Fee	6,240.00
2. Public Safety Project Management Services - Fixed Fee	17,355.00
3. Public Safety Technical Services - Fixed Fee	78,975.00
<b>Services Total</b>	<b>102,570.00 USD</b>

#### QUOTE SUMMARY

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<b>Services Subtotal</b>	<b>102,570.00 USD</b>
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**Quote Subtotal** 102,570.00 USD

**Quote Total** 102,570.00 USD

## WHAT ARE THE RECURRING FEES?

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TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

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

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

## BILLING INFORMATION

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Fees will be payable within 30 days of invoicing.

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

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

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

## **PURCHASE ORDER INFORMATION**

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

Yes [ ] No [ ]

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

PO Number:

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Initials:

A blue DocuSign (DS) stamp is positioned above the handwritten initials "MB". The initials are written in blue ink on a horizontal line.

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**Exhibit B**

**Statement of Work**

(Attached)

## SUMMARY OF SERVICES

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Upland Police, CA: Enterprise: Rehost (CAD to Server\SQL 2022, records to Server\SQL 2022)

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

### Project Scheduling

Parties agree a schedule will be provided for services within **sixty days** from the execution of the applicable quote.

### Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

### Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

### Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

### CentralSquare Connectivity to On-Premises Systems

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

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.

### Services Scope of Project

The project includes the following scope of services.

The overall goal of the project will be to rehost the following Servers from their current Operating Systems and SQL Server Versions to the latest supported Operating Systems and SQL Server versions per product. This involves standing up the new servers side by side with the old servers, installing and configuring the applications and migrating configuration and data at the Go Live:

**NOTE: This engagement will migrate CAD\Mobile to Windows Server 2022 and SQL Server 2019 with a second hop. Records will migrate to Windows Server 2022 and SQL Server 2022.**



## SUMMARY OF SERVICES

Server Name	Function	Environment	Notes
updbear	RMS Client UI SQL Server	Test	
updbull	RMS Elastic Search	Training	
updcamel	Routing Server - Redundant	Production	Routing Secondary
updeer	RMS Web UI IIS Server	Test	RMS Web Test
upddog	RMS Elastic Search	Production	
updeagle	CAD - Web\Browser	Production	Fieldops, IQ6
updelephant	RMS ASH Service Server	Production	ASH
updfalcon	TTMS\Proxy\CIM	Production	CLETS, CIM
UPDFOX	RMS - Interface Server (Database)	Production	COPLINK, Crossroads
UPDGIRAFFE	Routing Server - Primary	Production	ROUTING PRIMARY
UPDHAWK	RMS Web UI IIS Server	Production	
UPDLEOPARD	Mobile - Interface Server	Production	Decomission
UPDLION	CAD - SQL\DB	Production	
UPDOWL	RMS Client UI SQL Server Classic	Production	SSRS
UPDPANDA	CAD - Interface Server	Production	ANI\ALI
UPDPANTHER	Mobile - Server	Production	
UPDSHARK	CAD - Interface Server	Production	
UPDSWAN	RMS Web UI SQL Server	Test	
UPDTIGER	RMS Web UI SQL Server	Production	
UPDTURKEY	RMS - Interface Server	Production	
UPDTURTLE	CAD - TEST\TRAIN	Test	CAD In a Box
UPDWOLF	CAD - Archive\Reporting	Production	
NEW SERVER	Routing Server	Test	Recommend addition of Test Routing
UPD-IT-005	GISLink	Production	Rehost or reconfiguration of Production GISLink
TBD\NEW	GISLink	Test	Addition, Rehost or reconfiguration of Test GISLink



## SUMMARY OF SERVICES

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### **Project Initiation and Planning (Project Manager, Installation Engineer, Systems Engineer):**

- **Resource allocation and initial project plan (Project Manager)**
- **Kick Off (Project Manager, Installation Engineer, Systems Engineer)**

CentralSquare will host a planning meeting between the Technical Services staff and the Client's subject matter experts (IT staff, Operations staff and/or Client Project Manager).

CentralSquare to advise Client on any required upgrades or updates to CentralSquare products to meet requirements for new Operating Systems and SQL Server versions. Any pre-rehost upgrades to be scheduled with Customer Support.

- **ISR Process (Installation Engineer)**

CentralSquare Technical Services Engineer will provide an ISR (Installation Services Request) server sizing spreadsheet for completion by the Client.

Client to provision hardware\virtual infrastructure and virtual machines per specifications.

Client to complete and return server sizing spreadsheet with details of new servers.

Client to confirm remote access to servers for CentralSquare staff.

- **Interface review (Systems Engineer)**

CentralSquare System Engineer (Interfaces) to connect to the system, review (CAD/RMS) Interfaces and advise Installation Engineer of Go Live procedures.

- **Project Scope Process (Installation Engineer)**

CentralSquare Installation Engineer to develop and present detailed Project Scope document for Project Manager and Client review. The Project Scope document will contain detailed steps on a server-by-server basis for installation and Go Live.

- **Documentation (Installation Engineer)**

CentralSquare Installation Engineer to document all new server, operating system, SQL server, interface, product version and layout details in all applicable documentation including Salesforce and secure Client Connection Notes in preparation for Go Live.

### **Server Preparation (Installation Engineer):**

- CentralSquare Installation Engineer will connect to the new servers, validate their configuration, and install pre-requisites as needed.

### **Software Installation on Staging Servers (Installation Engineer, GIS Engineer, Systems Engineers):**



## SUMMARY OF SERVICES

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- CentralSquare Installation Engineer to install SQL Server on new servers which require SQL Server.
- CentralSquare Installation Engineer to install, configure and test all CentralSquare software on Staging servers.
- CentralSquare Installation Engineer to advise on scale out of any servers or services.
- CentralSquare Installation Engineer will install interfaces on Staging servers and Systems Engineers to assist with the migration of configurations of each Interface. Testing will be coordinated for each interface to confirm that the install and configuration was successful.
- CentralSquare GIS Engineer to rehost Production GISLink
- CentralSquare GIS Engineer to configure/rehost Test GISLink.
- CentralSquare GIS Engineer to assist with Routing Server rehosts.
- CentralSquare GIS Engineer to configure Redundant Routing.
- Client to test the new systems for performance and reliability. This is generally a two-week window for Client testing.

### **Go Live Preparation (Installation Engineer):**

- CentralSquare and client to confirm Go Live schedule, resources, and procedures.

### **Go Live (Installation Engineer, Systems Engineers):**

- CentralSquare and Client to perform tasks as detailed in the Project Scope for Go Live on a server-by-server basis. New servers are to be brought online into production with old servers being retired. The process usually involves a rename and re-IP of the new servers to match old server names and IP addresses at Go Live to avoid client and reporting reconfiguration.
- CentralSquare Systems Engineers will be on Standby to assist as Interfaces are brought into production use.
- CentralSquare will migrate databases to the new SQL Instances as part of this operation. CentralSquare will migrate configuration and Interfaces as part of this operation.
- CentralSquare to configure refresh for Test\Training environments.

### **Follow up and Documentation (Installation Engineer):**

- CentralSquare staff troubleshoot all post Go Live issues and escalate issues as needed.
- CentralSquare Installation Engineer to confirm CentralSquare Salesforce and Client Connection documentation.

### **Second Hop Upgrade, ISR, Server Prep, Install and Go Live (Installation Engineer)**

- For CAD Installations which involve a large jump in OS and SQL versions there may need to be additional scope to rehost to an intermediary OS and SQL level, then upgrade CAD, before following on with a second rehost.



## SUMMARY OF SERVICES

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- In this scenario, due to the current version level of the CAD Application and Operating System and SQL Server combination it is necessary to perform the rehost operation for Production CAD twice to reach the desired CAD version, Operating System, and SQL Server combination. This involves staging duplicate servers for CAD Production and performing the CAD Production staging, rehost and data transfer twice. This results in additional scope.

### **Project Closure:**

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



## SUMMARY OF SERVICES

### Assumptions and Client Responsibilities

- Services are offered for delivery during normal business hours unless specifically documented elsewhere in this Scope of Services. To ensure the success of every project and availability of support resources from Central Square and various third-party vendors, which vary from site to site, certain limitations are imposed, and a specific definition of business hours is defined. Services outside of normal business hours shall be scheduled between the hours of 5pm EST Monday and be completed no later than 5pm EST Thursday and incur additional costs. Delivery of all services will be scheduled to avoid all client, Central Square and/or nationally recognized holidays.
- Client to supply hardware, virtualization software, Operating System licensing, SQL Server licensing and licensing of any other third-party hardware or software not specifically listed in the quote or Services Scope.
- During the ISR process CentralSquare to advise client on any recommended scale-out of servers, applications, interfaces, or services. If the scale out includes additional licensed items, additional scope may be required.
- Client to install hardware, create virtual machines and install Operating Systems unless specified as a CentralSquare or partner responsibility in the quote or Services Scope.
- Client will maintain remote connectivity to the site through CentralSquare's remote connectivity solution.
- CentralSquare staff will be permitted console access to all servers.
- CentralSquare staff will be permitted SQL administrator access to all database instances.
- Client will adhere to minimum specifications and disk space recommendations and guidelines as documented in the System Planning Guide and the client-specific specifications documented by the CentralSquare project team as a project artefact.
- Client to ensure any client-installed third-party software (for example utilities for backups, antivirus) are certified to operate on the new operating system.
- The client will be responsible for any physical connections to the servers such as serial interface connections.
- Client to run all Windows Critical and Important Updates on all new servers.
- Client to add all servers to the Client's domain and ensure the CentralSquare Console account has local administrative rights on all servers.
- During the staging process no new builds or configuration changes are recommended in any environment to be rehosted. If necessary, changes are to be coordinated through the Project Manager as well as Client Support. Some changes may require a Change Order to the project.
- Active Directory, Jump Servers and Hypervisor servers are not included in this scope unless explicitly contracted for. It is expected that these will be migrated or replaced by the Client.
- Product upgrades may be required to move to the latest supported Operating System and SQL Server versions. For older versions of software on 32-bit operating systems, or for certain version upgrades there is the potential for multiple rehost and upgrade operations to migrate to the latest supported Operating System and SQL Version.
- In some cases, SQL Server versions must match between certain server groups – example of these being SQL Replication partners, SQL Server versions per product across installed instances (i.e., Production and Test must match for refresh purposes), SQL Server versions for integrated products within a product line (i.e., Enterprise Classic and Enterprise Web RMS), SQL Cluster nodes\Availability Groups.
- for Disaster Recovery SQL Server protected systems, the SQL Server version of Production must match the SQL Server version of the DR site.