CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **City of Lake Worth Beach, FL** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

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

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

WHEREAS, Customer desires to migrate their NaviLine application from the current on-premise server to CentralSquare's cloud hosted environment.

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

CentralSquare Technologies, LLC	City of Lake Worth Beach
1000 Business Center Dr. Lake Mary, FL 32746	7 N Dixie Hwy. Lake Worth Beach, FL 33460-3725
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

1. **Solution: PA NaviLine (Cloud Migration)**

    1.1. This Agreement terminates the Customer's prior on-premise server solution agreement.

2. **Term.**

    2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for three (3) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

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

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

3. **Fees**. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

    4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

    4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.

4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.

4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

4.6. "**Confidential Information**" means the Software and Customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend.

4.7. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

4.8. "**Custom Modification**" means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.

4.9. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.

4.10. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

4.11. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

4.12. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

4.13. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.

4.14. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

4.15. "**Maintenance**" means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").

4.16. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.

4.17. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

4.18. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

4.19. "**Professional Services**" means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

4.20. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.

4.21. "**CentralSquare Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.

4.22. "**Solutions**" means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

4.23. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

4.24. "**Support Services**" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.

4.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. **License, Access & Services and Audit.**

5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.

5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (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. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the "**Delivery Date**."

5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

5.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site

access at Customer's premises (or remote access as the case may be) during Customer's normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its reasonable costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.

5.5. <u>Service and System Control</u>. Except as otherwise expressly provided in this Agreement:

5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and

5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

5.6. <u>Limitations.</u> Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

5.7. <u>Exceptions.</u> CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:

5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party and such modification was not at the direction of CentralSquare;

5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation and not at the direction of CentralSquare;

5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;

5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;

5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;

5.7.6. any relocation of the Solution other than by CentralSquare personnel;

5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;

5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

5.8. <u>Reservation of Rights</u>. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

5.9. <u>Changes</u>. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective

unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

5.10. <u>Subcontractors</u>. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**"). All Subcontractors shall be subject to the same terms and conditions of this Agreement as appliable to CentralSquare.

5.11. <u>Security Measures</u>. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare , in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. **Customer Obligations**.

7.1. <u>Customer Systems and Cooperation</u>. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.

7.2. <u>Effect of Customer Failure or Delay</u>. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

7.3. <u>Corrective Action and Notice</u>. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any

data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. **Professional Services**.

   8.1. <u>Compliance with Customer Policies</u>. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs reasonably incurred in complying with such procedures and policies. CentralSquare will give notice to customer prior to such costs being accrued.

   8.2. <u>Contributed Material</u>. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

9. <u>**Confidentiality**</u>.

   9.1 Defined. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 9, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of CentralSquare.

   9.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.

   9.3 Exceptions. A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

10. **Security**.

   10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

   10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

   10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

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

    11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

    11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

    11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

    11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. **Representations and Warranties**.

    12.1. <u>LIMITED WARRANTY</u>. CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

    12.2. **<u>DISCLAIMER OF WARRANTY</u>. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, SUBCONTRACTORS OR AT CENTRALSQUARE'S DIRECTION, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing

and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare :	**CentralSquare** **1000 Business Center Dr.** **Lake Mary, FL 32746** **Phone: 407-304-3235 email:** info@CentralSquare .com **Attention: Senior Counsel / Contracts Department**
If to Customer:	**City of Lake Worth Beach** **7 N Dixie Hwy.** **Lake Worth Beach, FL 33460-3725** **Phone: _____ email: _____** **Attention: _____**

14. **Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay. The Party experiencing the Excusable Delay shall provide written notice to the other Party of the Excusable Delay at least ten (10) business days after the Excusable Delay commenced.

15. **Indemnification**.

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

    15.2. <u>Customer Indemnification</u>. Without waiving Customer's rights to sovereign immunity and subject to the monetary limits set forth in section 768.28, Florida Statutes, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including reasonable attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from the negligence of Customer, its employees, and agents as a result of Customer's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault. If the Customer utilizes any contractors to fulfill the City's obligations under this Agreement, the City will obtain an indemnification from the contractors consistent with the City's indemnification set forth above.

    15.3 CentralSquare will defend or settle at its expense a claim or suit brought by a third party against the Customer arising out of a claim asserting that the work, services, software, repair, materials or other deliverables ("deliverables" hereafter) provided by CentralSquare under this Agreement infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. CentralSquare will indemnify and

hold harmless the Customer against and from damages, costs, and reasonable attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) CentralSquare is promptly notified in writing of such claim or suit, (ii) CentralSquare will have the sole control of the defense and settlement thereof, and (iii) Customer furnishes CentralSquare, on reasonable request, information available to Customer for such defense. The Customer will not admit any such claim without prior consent of CentralSquare.

15.3.1 In the event of a claim of infringement, CentralSquare shall, at its option:

15.3.1.1 procure for Customer the right to continue using the deliverables provided under the Contract Documents; or

15.3.1.2 replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.

15.3.1.3 If neither of the above actions is reasonably feasible, CentralSquare will refund to Customer the fee actually paid by Customer under this Agreement (as amortized on a straight-line basis over the time in which the Customer was able to use the deliverables.

15.3.2 CentralSquare will have no obligation under this section for infringement if and to the extent that such claim arises from:

15.3.2.1 modification of the deliverables other than by CentralSquare or by its recommendation; or

15.3.2.2 combination of the deliverables with products other than those supplied by CentralSquare;

15.3.2.3 the alleged infringement or misappropriation relates to such modification or combination; and/or

15.3.2.4 the specifications or written direction of the Customer directs CentralSquare to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with CentralSquare's products, services, or work product.

15.3.3 CentralSquare will also not have any indemnification obligation with respect to a claim: (i) if it has provided Customer with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by Customer within a reasonable time or (ii) arising out use of the deliverables not in accordance with this Agreement.

15.4 Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16 Termination. This Agreement may be terminated:

16.3 For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.4 For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

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

17.3 Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and

17.4 Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18 **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee and with 10-days prior written notice to Customer.

19 **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by litigation as a final resort.

19.3 <u>Exclusive Dispute Resolution Mechanism</u>. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party.

19.4 <u>Good Faith Negotiations</u>. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

19.5 <u>Escalation to Mediation</u>. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.

19.6 <u>Mediation</u>. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

19.7 <u>Confidential Mediation</u>. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

19.8 <u>Litigation as a Final Resort</u>. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party may commence litigation.

19.9 Governing Law, Venue, and Waiver of Jury Trial. This Agreement and its exhibits shall be governed by the laws of the State of Florida. The exclusive venue for any and all legal action arising from or related to this Agreement shall be in Palm Beach County, Florida. EACH PARTY AGREES TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY FOR ALL DISPUTES WHICH MAY ARISE FROM OR BE RELATED TO THIS AGREEMENT.

20 **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

21 **LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

21.3 NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

21.4 EXCEPT FOR EVENTS COVERED BY A PARTY'S INSURANCE, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.

22 **Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

23 **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

24 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

25 **Counterparts**. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, Docusign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

26 **Material Adverse Change**. If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

27 **Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

28 **Miscellaneous Provisions.**
28.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, CentralSquare certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

28.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, CentralSquare certifies that it is not participating in a boycott of Israel. The Customer and CentralSquare agree that the Customer will have the right to terminate this Agreement if CentralSquare is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel and the Customer will be entitled to a pro rata refund of any payments made prior to the date of termination.

28.3   In accordance with Palm Beach County ordinance number 2011-009, this Agreement and its exhibits may be subject to investigation and/or audit by the Palm Beach County Inspector General. CentralSquare should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

28.4   Public Records: CentralSquare shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and, if determined to be acting on behalf of the Customer as provided under section 119.011(2), Florida Statutes, specifically agrees to:

a.   Keep and maintain public records required by the Customer to perform the services.

b.   Upon request from the Customer's custodian of public records or designee, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c.   Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement following completion of this Agreement if the CentralSquare does not transfer the records to the Customer.

d.   Upon completion of this Agreement, transfer, at no cost, to the Customer public records in possession of CentralSquare or keep and maintain public records required by the Customer to perform the service. If CentralSquare transfers all public records to the Customer upon completion of this Agreement, CentralSquare shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CentralSquare keeps and maintains public records upon completion of this Agreement, CentralSquare shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records or designee, in a format that is compatible with the information technology systems of the Customer.

IF CENTRALSQUARE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CENTRALSQUARE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, AT (561) 586-1662, CLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

28.5   CentralSquare acknowledges and agrees that the Customer is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Customer of funds sufficient to pay the costs associated therewith in any fiscal year of the Customer. Based upon the timeframes set forth in this Agreement, the Customer agrees that it has the funding available for the current fiscal year (FY 2022-2023) and agrees to propose in each applicable fiscal year budget thereafter an amount to cover the Customer's payment obligations as stated in this Agreement; however, the Customer's future funding obligations as stated herein are all subject to the Customer's annual budgeting and appropriation process. CentralSquare understands and agrees that the Customer's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the Customer nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Agreement. In the event the funds budgeted or

appropriated are, or are estimated by the Customer to be, insufficient to pay the costs associated with the Customer's payment obligations in this Agreement in any fiscal year after the current fiscal year, then the Customer will notify CentralSquare of such occurrence and either the Customer or CentralSquare may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than thirty (30) days after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty to the Customer of any kind whatsoever; however, Customer shall pay CentralSquare for all services performed under this Agreement through the date of notice of the termination. In the event that Customer terminates this Agreement pursuant to this Section 28.5, Customer shall not be entitled to any refunds, rebates or credits of any unused portions of annual fees paid in advance (pursuant to Exhibit 1).

28.6   CentralSquare shall comply with section 448.095(2), Florida Statutes, regarding the use of the E-Verify system to verify work authorization status of all newly hired employees.

29   **Order of Precedence**.

29.3   In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

29.3.1 The main body of this Agreement and any associated amendments or change orders.

29.3.2 The attached Exhibits to this Agreement.

29.3.3 Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

29.4   Incorporated Exhibits to this Agreement:

Exhibit 1 – Project Cost Summary

Exhibit 2 - Maintenance & Support Standards

Exhibit 3 – Travel Expense Guidelines

Exhibit 4 – Insurance Requirements for CentralSquare

Exhibit 5 – Statement of Work

EXHIBIT 1

Project Cost Summary

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	Click2Gov BP Module Annual Access Fee	1	4,365.05		4,365.05
2.	Click2Gov CE Module Annual Access Fee	1	2,718.43		2,718.43
3.	Click2Gov Core Module Annual Access Fee	1	2,050.50		2,050.50
4.	Click2Gov OL Module Annual Access Fee	1	3,005.84		3,005.84
5.	Cognos BI: Base Bundle NaviLine Multi-Data Source Annual Access Fee	1	2,144.15		2,144.15
6.	Fusion Proprietary Annual Access Fee	1	5,000.00	- 745.73	4,254.27
7.	Horizon Cloud for NaviLine Annual Access Fee	1	40,000.00		40,000.00
8.	Maxava Enterprise Plus Subscription Fee	1	5,000.00		5,000.00
9.	Modifications Annual Access Fee	38	105.00		3,990.00
10.	NaviLine Accounts Receivable-Annual Access Fee	1	8,340.00	- 5,202.14	3,137.86
11.	NaviLine Asset Management II Annual Access Fee	1	5,868.00	- 2,800.05	3,067.95
12.	NaviLine Building Permits Annual Access Fee	1	10,904.82		10,904.82
13.	NaviLine Business Licenses Annual Access Fee	1	4,737.83		4,737.83
14.	NaviLine Cash Receipts Lock Box Interface Annual Access Fee	1	1,212.00	- 300.85	911.15
15.	NaviLine Cash Receipts-Annual Access Fee	1	5,988.00	- 3,883.16	2,104.84
16.	NaviLine Cloud Test Environment Annual Subscription Fee	1	12,000.00		12,000.00
17.	NaviLine Code Enforcement Annual Access Fee	1	6,012.00	- 1,274.17	4,737.83

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current list price rates for the services at issue.

18. NaviLine Continuing Property Records Annual Access Fee	1	4,200.00	- 2,328.16	1,871.84
19. NaviLine Customer Information System Annual Access Fee	1	26,568.00	- 5,612.73	20,955.27
20. NaviLine Document Management Services Annual Access Fee	1	2,268.00	- 691.30	1,576.70
21. NaviLine Fleet Management-Annual Access Fee	1	11,400.00	- 5,256.34	6,143.66
22. NaviLine Global Financials Annual Access Fee	1	0.00		0.00
23. NaviLine GMBA w/Extended Reporting Annual Access Fee	1	23,568.00	- 13,455.43	10,112.57
24. NaviLine INFISYS Annual Access Fee	1	0.00		0.00
25. NaviLine Land/Parcel Mgmt-Annual Access Fee	1	6,228.00	- 1,319.28	4,908.72
26. NaviLine Payroll/Personnel-Annual Access Fee	1	9,840.00	- 4,324.33	5,515.67
27. NaviLine P-Card Annual Access Fee	1	4,080.00	- 2,262.54	1,817.46
28. NaviLine Planning & Engineering Annual Access Fee	1	9,840.00	- 2,080.79	7,759.21
29. NaviLine Purchasing/Inventory-Annual Access Fee	1	12,948.00	- 7,076.19	5,871.81
30. NaviLine RecTrac Interface to CR Annual Access Fee	1	360.00	- 151.63	208.37
31. NaviLine RecTrac Interface to GM Annual Access Fee	1	360.00	- 151.63	208.37
32. NaviLine User Interface Annual Access Fee	1	12,000.00	- 12,000.00	0.00
33. NaviLine Web Enablement Annual Access Fee	1	1,284.00	- 651.93	632.07
34. NaviLine Work Orders/Facility Management Annual Access Fee	1	14,148.00	- 6,916.96	7,231.04
35. OnePoint Point-of-Sale Annual Access Fee	1	3,324.00	- 558.95	2,765.05

Software Subtotal	265,752.62 USD
Discount	- 79,044.29 USD
Software Total	186,708.33 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Horizon Cloud for Naviline Cloud Setup Fee	10,000.00
2.	NaviLine Cloud Test Environment Cloud Setup Fee	2,000.00
3.	Public Administration Project Management Services - Fixed Fee	1,170.00
4.	Public Administration Technical Services - Fixed Fee	5,460.00

Services Total	18,630.00 USD

QUOTE SUMMARY

	Software Subtotal	
		265,752.62 USD
	Services Subtotal	
		18,630.00 USD
	Quote Subtotal	284,382.62 USD
	Discount	- 79,044.29 USD
	Quote Total	**205,338.33 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	186,708.33

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

PAYMENT TERMS:

ONE TIME FEES
a. PA NaviLine Cloud Set-Up Fees ($10,000) are due: 100% on the Execution Date.
b. PA Test Environment Cloud Set-Up Fees ($2,000) are due: 100% on the Execution Date.
c. CentralSquare Professional Services are Fixed Fee and due as follows: 50% upon execution and 50% upon completion.

RECURRING FEES
d. The Annual Access Fee is due: on the Go Live Date, and annually thereafter on the anniversary of the Go Live Date. Beginning in year two (2), the Annual Access Fee is subject to a 5% increase.
e. The Annual Subscription Fee is due: on the Go Live Date, and annually thereafter on the anniversary of the Go Live Date. Beginning in year two (2), the Annual Subscription Fee is subject to a 5% increase.
f. Annual Support & Maintenance Fees are due as follows:
   i. End Billing with Continued Support. Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1.
   ii. Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Subscription Fee. The unused portion of paid Maintenance will consist of the amount unused as of Go Live Date.
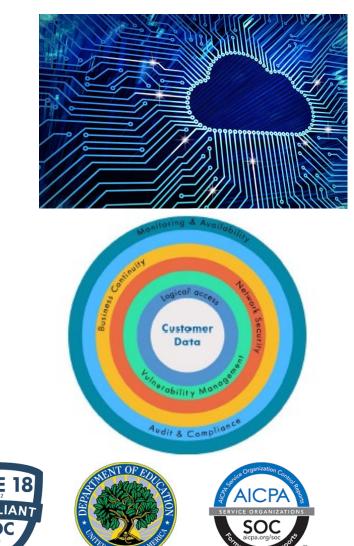
ANCILLARY FEES
g. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
h. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
i. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Support Standards (CLOUD/ASP)

1. **CentralSquare Cloud Security Program**

   1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy an availability through multiple carriers.

   1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.

   1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

2. **Service Level Commitments**

   2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

   2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term")**, CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term")**. This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.

   2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each

Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

      2.3.1.1. mutually agreed upon by CentralSquare and the Customer.

      2.3.1.2. paid, installed and maintained by the Customer.

      2.3.1.3. non-invasive and may not reside on CentralSquare's systems.

2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:

    2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

    2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

    2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. Solutions maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

5. Incident Response. Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

5.1. <u>Measurement.</u> CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. Disaster Recovery. CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

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

7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.

7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.

7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

9. Service Requests. Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

10. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. <u>Maintenance</u>. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. <u>Incidents and service requests</u>. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP third-party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

12. Virtual Private Network (VPN) Concentrator. If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.

13. Customer Cooperation. Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.

14. Training. Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.

15. Development Work. The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

16. Telephone Support & Support Portal

16.1. <u>Hours</u>. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration.

16.2. <u>Releases</u>**.** Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

16.3. <u>Case Number</u>. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT 3

Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4

Minimum Insurance Requirements
For CentralSquare

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than $1,000,000.

- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits $1,000,000 each occurrence for bodily injury and property damage, $2,000,000 general aggregate.

- **Business Auto Liability insurance**, covering any vehicle used by CentralSquare in performance of work for CentralSquare or around CentralSquare's premises. Limits no less than $1,000,000 each accident.

- **Cyber Liability Insurance**, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CentralSquare in this Agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" under the terms of the policy, but only with respect to the work performed by CentralSquare under this Agreement.

EXHIBIT 5

Implementation Statement of Work

Project: Lake Worth, FL NaviLine Cloud Modernization

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

Project Start Date

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

Scope of Project

The project includes NaviLine Cloud Modernization, as detailed in Appendix A.

Out of Scope

Any request to add any tasks not listed in Appendix A will incur additional costs. All services will be provided remotely.

Services Scope

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

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met.

Change Requests and Changes to this Scope of Work

The Customer and CentralSquare may request a change to this scope of work by following the process outlined in the Agreement.

Either party may request changes in scope. Such a request is honored by the parties only if it becomes a formal Change Order. Customer will work with CentralSquare to document all requested changes in a change request form ("Change Order Form").

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and CentralSquare) required to perform the change.
- Specifications if applicable
- Implementation plans
- Schedule for completion
- Verification and approval criteria
- Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either CentralSquare or Customer management may propose a change by submittal of a Change Request to the other party. The other party has seven (7) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in seven (7) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the above-mentioned dispute resolution process.

APPENDIX A: LAKE WORTH, FL NAVILINE CLOUD MODERNIZATION

Overview:

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

Major Task	Description
Kick Off	Remote meetings with customer project manager and IT staff, to review current environment and integrations. Complete the Technical Requirements Checklist in preparation for migration to hosted environment.
Installation of New Cloud Hosted Environment	CentralSquare Technical Resource installs Customer licensed CentralSquare software in new hosted environment. This will include NaviLine core modules, C2G3, and Cognos Analytics.
Go Live Preparedness	CentralSquare will stand up the new cloud environment and will conduct a test to verify that CentralSquare applications have been installed and operating properly. The Customer will participate in planning activities (conference calls, email) and test the new environment.
Transition to New Hosted Environment	Transition will occur when has been installed and fully tested.

GO LIVE:

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

Type of Resource; Role	Number of Days/Hours	Remote
Project Manager; Go Live Preparation Meeting	As needed	Remote
Technical Consultant; Go Live Support	2 Days	Remote