Attachment "2"

AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS AND USE OF SOFTWARE AGREEMENT AND SYSTEM ("ACCESS AGREEMENT")

among

Brazoria County Sheriff, TX
451 N. Velasco St. Ste. 100
Angleton, TX 77515

and

Danbury Police Department
PO Box 258
Danbury, TX 77534

and

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

Whereas, **Brazoria County Sheriff** ("**Customer**") and **CentralSquare Technologies, LLC**, as successor in interest to Sungard Public Sector, Inc. ("**CentralSquare**"), have entered into a certain Software License and Services Agreement ("**Customer Agreement**");

and

Whereas, the **Danbury Police Department** ("**Accessing Agency**") has requested, and Customer has agreed that the Accessing Agency be permitted, to access and use the Customer Agreement and Customer's Accessed System in accordance with the terms and conditions of this Access Agreement.

Now therefore, the parties agree as follows:

1.   Customer and CentralSquare grant Accessing Agency permission to allow access and use of the Customer Agreement terms and Accessed System under the terms of this Access Agreement. Customer grants Accessing Agency the right to utilize the Customer System ("**Accessed System**") in order to exchange public safety data by authorizing Accessing Agency to access Customer's CAD/mobile system, subject to the terms herein and any further agreement between Customer and Accessing Agency.

2.   CentralSquare and Customer each have the right to terminate this Access Agreement, and accordingly, Accessing Agency's access to the Accessed System and Customer Agreement at CentralSquare's or Customer's discretion.

3.   This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, CentralSquare shall be under no obligation to the Accessing Agency to permit continued access to the Accessed System or use of the Customer Agreement after such termination of this Access Agreement, but shall agree at CentralSquare's sole and exclusive discretion to provide Software or services under a separate agreement with the Accessing Agency, provided the Accessing Agency is not in default of any of the provisions of this Access Agreement nor any related supplements, and provided the Accessing Agency provides a replacement technical environment satisfactory to CentralSquare.

4.   Customer understands that Accessing Agency will not be granted access to the Customer Agreement or Accessed System unless and until the Accessing Agency executes this Access Agreement and agrees that the Software constitutes proprietary information and trade secrets of CentralSquare and

will remain the sole property of CentralSquare. The Accessing Agency shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any components of Software, and the Accessing Agency shall hold in confidence the CentralSquare proprietary information for its benefit and internal use only by its employees. The Accessing Agency will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, CentralSquare has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5. Accessing Agency's right to use the Accessed System and Software is derivative of Customer's license to use the Software under the terms and conditions of the Customer Agreement. CentralSquare is not deemed to have granted Accessing Agency any license to use the Software by virtue of this Access Agreement. Any such license can only be affected by the execution by Accessing Agency and CentralSquare of a definitive written software license agreement between CentralSquare and Accessing Agency that, by its express terms, purports to provide such a right of license to Accessing Agency. CentralSquare will have no obligations whatsoever to Accessing Agency in connection with the Software. AS BETWEEN CENTRALSQUARE AND ACCESSING AGENCY, THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER TO ACCESSING AGENCY REGARDING THE SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. CENTRALSQUARE WILL HAVE NO LIABILITY TO OR THROUGH ACCESSING AGENCY UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, IN WHOLE OR IN PART.

6. Customer grants Accessing Agency use of the Customer Agreement as-is, allowing Accessing Agency to purchase additional licenses, services, and support for Accessing Agency's sole use via a quote or sales order subject to the terms and conditions of the Customer Agreement.

7. Subject to compliance with applicable laws, Customer and Accessing Agency may agree to share and contribute data directly or indirectly into the Accessed System for the use in implementation and performance of the Accessed System. Each party shall be the respective owner of their own data and no ownership rights shall transfer by the use or contribution of said data.

8. Customer and Accessing Agency agree to be bound by the most current version of the FBI CJIS Security Policy and are responsible for maintaining the required certifications for access to the respective state's CJIS system(s), NCIC, and/or other local state, federal, and/or other applicable systems.

9. Accessing Agency shall indemnify, defend and hold harmless CentralSquare, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by either CentralSquare resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Accessing Agency, any authorized user, or any third party on behalf of Accessing Agency or any authorized user, in connection with this Access Agreement.

10. This Access Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from this Access Agreement and the remaining provisions of this Access Agreement will remain in full force and effect.

11. Customer shall be the first point of contact for the Accessing Agency for Accessed Software in the event that support services are required by the Accessing Agency. Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with CentralSquare for support services.

12. This Access Agreement contains the entire understanding of the parties with respect to its subject matter supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Access Agreement.

By the signatures of their duly authorized representatives below, CentralSquare, Customer, and Accessing Agency, intending to be legally bound, agree to all of the provisions of this Access Agreement.

Brazoria County Sheriff

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

CentralSquare Technologies, LLC

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

Danbury Police Department

BY: _C. HR_

PRINT NAME: _Chrisropher W. Henken_

PRINT TITLE: _chief of Police_

DATE SIGNED: _12-22-23_