Attachment "1"

INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS   §
                              §

COUNTY OF BRAZORIA   §

This Agreement is made and entered between BRAZORIA COUNTY, TEXAS (hereinafter, the "County"), and the CITY OF DANBURY (hereinafter, the "City"), pursuant to Texas Government Code chapter 791.

RECITALS

WHEREAS, the County owns the license to an OSSI Mobile Computer Terminal TLETS/NLETS Switch with Computer Assisted Dispatch, Mapping, and Automatic Vehicle Location software duly licensed by CentralSquare Technologies, LLC ("CentralSquare")/OSSI;

WHEREAS, the County utilizes the software for law enforcement and the benefit and protection of public safety;

WHEREAS, the City desires to utilize the County's Mobile Computer Terminal Switch, Computer Assisted Dispatch, Mapping, and Automatic Vehicle Location software for law enforcement and the benefit and protection of public safety;

WHEREAS, the County desires to accommodate additional mobile client units on its Computer Assisted Dispatch System under a usage plan; and

WHEREAS, the County and the City are authorized to enter into an agreement for the provision of such services pursuant to and under the provisions of the Interlocal Cooperation Act, Texas Government Code chapter 791.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

That in consideration of the mutual covenants, agreements, and benefits to both parties, it is agreed as follows:

I.
DEFINITIONS

For purpose of this Agreement, the following definitions shall apply:

A.   *Primary Dispatch System*: A computer assisted dispatch system upon which the user primarily relies each time the user desires to or attempts the engagement of retrieving

TLETS/NLETS transmissions, calls for service by a mobile computer terminal, or messaging transmissions among its mobile computer units. Primary Dispatch System does not include records management system functionality.

B.   *Computer Assisted Dispatch ("CAD") System*: A computer assisted dispatch system owned by the County, and licensed by CentralSquare/OSSI that enables the engagement of digital dispatch communications and transmissions via mobile computer terminal units in accordance with technical specifications.

C.   *Mobile Computer Terminal ("MCT")*: Mobile computer unit mounted and locked within a patrol vehicle at all times and used for communications and transmissions with the CAD System and other MCT units.

D.   *Mobile System*: County computer system that enables MCT units to make communications and transmissions with the CAD System.

E.   *Terminal Identification Number*: An identification number that allows each MCT unit to gain access to the CAD System and applicable County server, thereby enabling the MCT units to communicate with the CAD System and other MCT units.

II.
OBLIGATIONS OF THE COUNTY

The County hereby agrees that, during the term of this Agreement, it shall:

A.   Allow employees or agents of the City authorized by the County to have access to the CAD / Mobile System.

B.   Permit the City to use Terminal Identification Numbers for [3] MCT units authorized by the County to access the County's CAD/Mobile System. The Brazoria County Sheriff's Office (the "Sheriff's Office") shall have the right to revoke, deny, or refuse the provision of a Terminal Identification Number to any person for any reason.

C.   Observe and abide by all applicable statutes, laws, rules, and regulations, including, but not limited to, those of the State of Texas for TLETS/NLETS operations, CJIS and NCIS security regulations and policies, as well as those applicable administrative rules of the County which are now in effect or which may become effective during the term of this Agreement.

D.   Upon being notified that one or more of the City's MCT Units have been lost, stolen, or used improperly in any manner, the County shall take all reasonable actions to prevent

access to the CAD/Mobile System by any person (including disabling the MCT Unit(s)).

E.   Take measures to restrict internet usage and availability for all MCT unit users to ensure primary communications for the CAD/Mobile System are accomplished and realized for daily operations.

F.   Provide software programming and password services for MCT units. The City agrees and understands that any programming, password configuration, password retrieval, or any other services under this Agreement may only be performed by the County's Information Systems Department on business days between 8:00 A.M. and 5:00 P.M., excluding County holidays ("regular business hours"). The County shall not provide any services to the City under this Agreement outside the County's regular business hours.

G.   In the event the City requests, and the County approves, access of additional MCT units to the County's CAD/Mobile System, the County shall provide a username and password to provide access to authorized users, upon activation.

H.   Notify the City of any hardware or software changes or upgrades required by the County.

III.
OBLIGATIONS OF THE CITY

The City hereby agrees that, during the term of this Agreement, it shall:

A.   Assume all responsibility for providing, installing, maintaining, repairing, replacing, upgrading, or performing any other servicing of the MCT units, or any other hardware associated in any way with the CAD/Mobile System, that will have access to the CAD/Mobile System. Under no circumstance shall the County be responsible for the functionality or operability of any hardware component, nor shall the County be responsible for any maintenance, repairs, upgrades, replacements, or any other service associated with any hardware component.

B.   Assume all costs associated with any software configuration, updates, or upgrades required by the County.

C.   Assume all costs and responsibility for any and all training necessary for the usage of the MCT units and any applicable software. In addition, prior to the County providing any programming or password configuration, a designated representative of the City must obtain training from the County's Information Systems Department.

D.   Prior to the execution of this Agreement, the City shall provide the County with

the Mobile Computer Brand, Mobile Computer S/N, and the Unit Assigned for each Terminal Identification Number. In addition, prior to executing this Agreement, the City must obtain written approval from the Director of the County Information Systems Department of the City's equipment used for all MCT units. All equipment used by the City to perform functions on the CAD/Mobile System must meet the County's hardware and software specifications.

E.   Provide the County at least thirty (30) days prior written notice of its request to change the number of MCT units that have access to the CAD/Mobile System. However, in no event shall the City change the number of MCT units without written authorization from the Sheriff's Office.

F.   In the event that one or more MCT units are lost, stolen, or used improperly in any manner, the City shall notify the Sheriff's Office immediately. The City shall comply with all terms and conditions of the Sheriff's Office Incident and Handling Response Plan, attached hereto as Exhibit "1." The City shall also comply with any internal incident and handling response plan. Failure to comply fully with this provision shall be grounds for immediate termination of this Agreement by the County.

G.   Ensure at all times that only persons authorized by law to access TLETS/NLETS information or other information in the system are permitted to access the CAD/Mobile System. The City shall provide the Sheriff's Office with satisfactory documentation evidencing such authorization prior to any programming or password configuration.

H.   Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those pertaining to TLETS/NLETS, CJIS and NCIS security regulations and policies, as well as those applicable administrative rules of the County which are now in effect or which may become effective during the term of this Agreement. Further, the City acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this Agreement and said change necessitates a modification of this Agreement, said modification may be effectuated by the County. If the County provides the City a written amendment to this Agreement in order to effectuate a modification, the City shall execute the amendment within 10 days. Failure to do so is grounds for immediate termination of this Agreement by the County.

I.   Pay in a timely manner all applicable fees relating to the licensing of each Mobile Client, Mobile Client Annual Maintenance, Mapping Annual Maintenance, and Automatic

Vehicle Location ("AVL") Hardware, if desired, AVL Annual Maintenance, if needed, NetMotion Licensing, any configuration cost associated with coming on to, utilizing, or maintaining the system, the cost of air time, and any other software required by the County, including, but not limited to, County-approved antivirus software. Other than the above- referenced products and software, the City may not purchase or install other programming, unless authorized in writing by the County Information Systems Director.

J.   In the event the City requires access to stored AVL information, the City shall make a written request to the Sheriff's Office. Upon approval of the written request by the Sheriff's Office, the information shall be provided to the City's Chief of Police only.

K.   The City shall ensure that all MCT Units are equipped with air cards. The City's internet usage shall be restricted to ensure primary communications for the CAD/Mobile System are accomplished and realized for daily operations.

L.   The City shall ensure that all MCT Units are equipped with GPS device approved by the County.

M.   The City shall ensure that it has available a device appropriate for the use of two form factor authentication for each MCT unit through DUO. The City may either utilize a cell phone approved by the County or purchase a hardware token from the County.

N.   The City shall not disclose, or permit any user to disclose, any password or login information provided to the City or an employee or agent of the City.

O.   Under no circumstance shall the City disclose information on the system to any third party. In the event that the City receives a request for information on the system that also is in the custody, possession, or control of the County, the City shall promptly respond to such request and assert to the Texas Attorney General any applicable exceptions to disclosure. In addition, in the event the City receives such a request, the City shall notify the Sheriff's Office immediately.

P.   Under no circumstance shall the City or any user authorized to use the system have access to the County's records management system. A violation of this provision is grounds for immediate termination of this Agreement by the County.

Q.   Upon the termination of this Agreement, for any reason, the City shall retain no rights, licenses, access, or interest in any software provided under this Agreement.

IV.
FEES PAID BY THE CITY TO THE COUNTY

The City hereby agrees to pay the following fees to the County from current revenues available to the City:

A.   Initial Set-Up Fee. The City shall pay the County an initial, one-time MCT unit set-up fee of One Hundred Forty Four Dollars and No Cents ($144.00) per MCT unit for installation, configuration, and account creation. In the event additional MCT units are granted access to the County's CAD/Mobile System, the City shall pay the County an initial, one-time MCT unit set-up fee of One Hundred Forty Four Dollars and No Cents ($144.00) per MCT unit for installation, configuration, and account creation. The City shall not be required to pay the Initial Set-Up Fee for any MCT unit installed and configured prior to this Agreement.

B.   Annual Fee. In addition to the Initial Set-Up Fee, the City shall pay the County Three Hundred Seven Dollars and No Cents ($307.00) per MCT unit annually for maintenance and subscription costs incurred by the County.

C.   Hardware Token Fee. The City shall utilize "two form factor authentication" for each MCT unit through DUO. The City shall utilize either a cell phone or hardware token for two form factor authentication. In the event the City chooses to utilize a hardware token, the City shall pay the County Thirty Dollars and No Cents ($30.00) for each hardware token.

D.   Service Fee. The City shall pay the County a rate of Thirty Six Dollars and No Cents ($36.00) per hour billed in half-hour increments for any services provided by the County, including, but not limited to, password reconfiguration, software upgrades, troubleshooting, and any other issues related to the services provided under this Agreement. The above hourly rate is based upon the County costs in utilizing County personnel for such services. The County shall submit to the City quarterly invoices for such services. The City hereby agrees to remit payment for such services no less than thirty (30) days after the issuance of an invoice.

E.   It is expressly understood and agreed that the County may at any time increase the fees provided for herein by giving the City written notice of such increase. Should such increase become effective during the term of this Agreement, the increase shall be prorated based upon the number of months remaining under this Agreement. In the event of such a mid-term fee increase, the total, prorated fee increase amount owed by the City shall be paid to the County on or before thirty (30) days after the effective date of the fee increase.

V.
FEES PAID BY THE CITY TO CENTRALSQUARE/OSSI

The City shall be responsible for paying the following fees to CentralSquare/OSSI prior to configuring and accessing the CAD/Mobile System:

A.   Mobile Client Licensing;

B.   MCT Maps (required if purchasing MCT Client);

C.   MCT-AVL Client License; and

D.   Any other fees or costs required by CentralSquare/OSSI for the use of the system under this Agreement; provided, however, any additional software or products must be approved in writing by the County Information Systems Director.

In addition to the above, the City shall purchase annual maintenance through CentralSquare/OSSI on each above license for each MCT unit. The City shall provide the County written documentation of such purchases annually.

VI.
TERM

The term of this Agreement shall be one (1) year from the date this Agreement is executed by both parties hereto, and shall automatically renew annually unless either party provides written notice at least 30 days prior to the end of the applicable term.

VII.
TERMINATION

Notwithstanding the preceding provisions, this Agreement shall terminate:

A.   Upon either party providing written notice of termination at least 30 days prior to the date of termination. Should the City terminate this Agreement, any and all payments owed to the County by the City under this Agreement shall be paid in full immediately;

B.   Immediately if the City, any employee or agent of the City, or any person accesses the system without authorization or otherwise uses the system improperly, including, but not limited to, disclosing information in the system belonging to the County without prior consent; or

C.   Immediately if all or substantially all of the authorizations held by the County or the City are revoked by CentralSquare/OSSI or the State of Texas.

VIII.
NOTICES

A.   All notices under this Agreement shall be mailed by certified mail, return receipt requested, or hand delivered to the parties at the following address:

BRAZORIA COUNTY, TEXAS
ATTENTION:
Brazoria County Information
Systems Director
131 E. Live Oak
Angleton, Texas 77515

Lieutenant – Records and Technology Division
Brazoria County Sheriff's Office
3602 County Road 45
Angleton, Texas 77515

CITY OF DANBURY
ATTENTION:
Christopher W. Henken   chris.henken@danburytx.gov
Chief of Police
6102 5th St. Danbury, Texas 77534

B.   All invoices issued by the County shall be submitted by either regular mail or by electronic mail to the following recipient:

City of Danbury (Police Department)
Erin Nolan   City Secretary
citysecretary@danburytx.gov
PO box 258
Danbury, Tx 77534

IX.
DEFAULT

Notwithstanding termination of this Agreement under Sections VII.B and VII.C of this Agreement, if the City fails to make any payment of any sum due under this Agreement or fails to perform as required under any other provision hereunder, and such failure continues for fifteen (15) days after written notice of such failure has been given to the City by the County, the City shall be deemed to be in default under this Agreement.

In the event of the City's default, the County shall have the right to terminate this Agreement, deny the City any service provided by the County under this Agreement, and retain

all amounts paid to the County pursuant to the terms and conditions of this Agreement as liquidated damages. All rights and remedies of the County herein are cumulative to and not in lieu of any other right and remedy herein or afforded by law or equity.

X.
ASSIGNABILITY

This Agreement may not be assigned in whole or part by the City to any other person or entity.

XI.
MODIFICATION

No modification of this Agreement shall be effective unless made in writing and approved and executed by the authorized representative of the parties hereto.

XII.
RELEASE

The City hereby **waives, releases, and forever holds harmless** the County, its officials, employees, officers, agents, and representatives for any and all claims arising from the City or its employees' and agents' use of the County's CAD/Mobile system, including to the extent that the County shall be held accountable to any person, firm corporation, body politic, or any other entity for damages sustained from the use of the system.

The County makes no express or implied warranty as to the functionality, compatibility, or operation of any hardware, software, server or system subject to or referenced in this Agreement. The City hereby **waives, releases, and forever holds harmless** the County for any and all claims arising from or related to the functionality, compatibility, or operation of any software or system subject to or referenced in this Agreement, including to the extent that the County shall be held accountable to any person, firm corporation, body politic, or any other entity for damages sustained from the use of the system.

XIII.
COVERAGE

It is expressly understood and agreed that one hundred percent (100%) air card broadband coverage of any area at all times is improbable. There may be adverse transmission conditions such as short term unpredictable meteorological effect and sky waves interference from station that can interrupt the radio system at times. Likewise, there are other causes beyond reasonable

control of the County, including, but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the City's expense. Any surveys, studies, research or other measure taken to ensure the adequacy of coverage provided to the City by this Agreement shall be the sole responsibility and expense of the City. Under no circumstance shall the County be responsible for any loss of broadband coverage.

XIV.
ASSIGNMENT OF CIVIL LIABILITY

Pursuant to Texas Government Code subsections 791.006(a-1) and (b), the County and the City agree that any and all responsibility for civil liability that arises from the furnishing or obtaining of services under this Agreement is assigned to the City. The assignment of civil liability under this provision intended to be separate and different than that referenced in Texas Government Code subsection 791.006(a).

XV.
SOVEREIGN/GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to the County's and the City's sovereign/governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and State laws. The parties agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any limitation of liability that the County has by operation of law or otherwise.
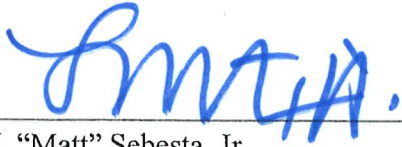
XVI.
GENERAL

This Agreement contains the entire agreement between the parties hereto and no representation, inducement, promise, or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Should any provision of this Agreement be determined to be unenforceable, the remainder of this Agreement will not be affected and all other provisions of this Contract will remain enforceable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BRAZORIA COUNTY, TEXAS

L.M. "Matt" Sebesta, Jr.
Brazoria County Judge

Date: 2/13/24

CITY OF DANBURY

Christopher W. Henken
City of Danbury Chief of Police

Date: 12-27-2023

EXHIBIT "1"

Brazoria County Sheriff's Office

SUBJECT: TLETS Terminal, Mobile Data Terminal and CJIS Security

Purpose:
To establish guidelines for use and security of the department-issued TLETS Terminal, Mobile Data Terminal (MDT) equipment and related CJIS information. Failure to comply with this policy can result in disciplinary action or termination.

Policy:
It shall be the policy of Brazoria County Sheriff's Office to protect the integrity of the CJIS database and all data and information obtained through use of Mobile Data Terminals and/or hard-wired TLETS terminals by strictly following the procedures outlined in this General Order.

Definitions:
1. TLETS Terminal – This term includes all computers (normally desktop) that have access, via wireless or hardwired network, to TLETS, TCIC, NCIC or any law enforcement database.
2. MDT -Mobile Data Terminal. This term includes all computers that have access, via wireless or hardwired network, to TLETS, TCIC, NCIC or any law enforcement database.
3. Secure location -This term includes the areas of Brazoria County Sheriff's Office that are not open to the public and accessible only by authorized personnel. This term also includes official police vehicles that are locked and/or attended by authorized sworn police personnel.
4. Non-secure location -This term includes all locations not defined as "secure location" above.

Procedures:
1. CJIS, TLETS, TCIC and NCIC data shall be accessed ONLY from secure locations, as defined above.
2. Each person authorized to access Terminal/MDT data shall receive security awareness training within six months of appointment or employment and thereafter at least every two years, in accordance with CJIS policy; this training will be documented.
3. Maintain a roster and/or agency-issued credentials (officer badge, access card, etc) of authorized personnel with unescorted access into physically secure areas.
4. When transporting non-law enforcement personnel in police vehicles, officers will close the screen of the MDT or position it in a manner that will prevent unauthorized viewing of MDT data. TLETS terminal screens shall be positioned to prevent unauthorized viewing.
5. User/Operator List shall be reviewed annually and as needed; document when this was performed. Changes in authorized personnel (creating, activating, modifying, disabling & removing accounts) will be immediately reported to TCIC Training section.
6. All printouts of CJIS data shall be promptly filed with the corresponding incident records. Otherwise, such printouts should be promptly shredded; if not shredded, then incinerated. Disposal or destruction is witnessed or carried out by authorized personnel.
7. All storage media containing or used for CJIS data that is no longer used shall be secure-formatted using methodology that over-writes all data in three iterations or degaussed prior to disposal or release for reuse by unauthorized personnel; if no longer needed, media will be destroyed. Inoperable electronic media shall be physically destroyed. Sanitation or destruction is witnessed or carried out by authorized personnel.
8. The Department shall keep a list of all MDT IDs and contact(s) so that devices can be promptly disabled, should the need arise.
9. The local CJIS network equipment shall be located in a physically secure location.
10. All law enforcement vehicles containing MDTs shall be securely locked when not in use.
11. All computers used for processing CJIS data shall have anti-virus software installed; all will have latest available updates for the operating system & anti-virus. MDT(s) shall have a personal firewall enabled
12. Employ a Formal Incident Response Plan. It shall be the responsibility of each authorized user to report any violations of this security policy up the chain-of-command and/or proper authorities.
13. No personal hardware (PC, laptop, etc) or software shall be allowed on the agency's TLETS network.
14. No publicly accessible computers shall be allowed on the agency's TLETS network.
15. The agency shall authorize and control information system-related items entering and exiting the physically secure location.
16. The agency shall establish a Security Alert and Advisories process.

Best Practices:

Periodically check to ensure Servers/Terminals/MDTs connected to the CJIS network are receiving the latest updates in regards to the Operating System & Antivirus software; ensure personal firewalls are enabled on MDTs; ensure Sessions are locked within thirty (30) minutes on non-dispatch Terminals. Take appropriate action if required.

Periodically check physically secure location(s) to ensure safeguards such as locks are in working order; Doors are closed & properly secured; Terminals are not viewable by unauthorized personnel. Take appropriate action if required.

Periodically check to ensure that all network components (routers, firewalls, switches) that process CJIS information are still supported by the manufacturer. If warranties/contracts are in place, ensure they are valid and not out of date. Take appropriate action if required.

Periodically check pertinent documents to ensure they are up to date. Take appropriate action such as making editing changes or replacement if required.

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   **CentralSquare Technologies, LLC**

BY: _____   BY: _____

PRINT NAME: _____   PRINT NAME: _____

PRINT TITLE: _____   PRINT TITLE: _____

DATE SIGNED: _____   DATE SIGNED: _____

Danbury Police Department

BY: _C. HR_

PRINT NAME: _Christopher W. Heaton_

PRINT TITLE: _Chief of Police_

DATE SIGNED: _12-22-23_