

**SEVENTH AMENDMENT TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI,
AND
CENTRALSQUARE TECHNOLOGIES, LLC**

THIS SEVENTH AMENDMENT to the June 17, 2015, Software License and Services Agreement is made between the City of Columbia, Missouri (“Customer”) and CentralSquare Technologies, LLC, a company organized in the State of Delaware with authority to transact business within the State of Missouri (“CentralSquare”), and is entered into as of the date of the last signatory below.

RECITALS

- A. WHEREAS, on June 17, 2015, Customer and SunGard Public Sector LLC entered into an Agreement for the purchase of licenses and services for a police records management system (hereinafter “Original Agreement”); and
- B. WHEREAS, on December 07, 2015, Customer and SunGard Public Sector LLC entered into a First Amendment to the Original Agreement (hereinafter “First Amendment”); and
- C. WHEREAS, on May 19, 2016, Customer and SunGard Public Sector LLC entered into a Second Amendment to the Original Agreement (hereinafter “Second Amendment”);
- D. WHEREAS, on September 06, 2016, Customer and SunGard Public Sector LLC entered into a Third Amendment to the Original Agreement (hereinafter “Third Amendment”);
- E. WHEREAS, on February 01, 2017, Ramundsen Public Sector acquired SunGard and became SunGard’s successor in interest;
- F. WHEREAS, on April 20, 2017, Ramundsen Public Sector LLC, as successor to SunGard Public Sector and Customer entered into a Fourth Amendment to the Original Agreement (hereinafter “Fourth Amendment”);
- G. WHEREAS, on April 26, 2017, Ramundsen Public Sector LLC changed its name to Superior, LLC; and
- H. WHEREAS, on December 07, 2017, Customer and Superior, LLC entered into a Fifth Amendment to the Original Agreement (hereinafter “Fifth Amendment”);
- I. WHEREAS, on April 06, 2021, Customer and Superior, LLC entered into a Sixth Amendment to the Original Agreement;
- J. WHEREAS, Superior, LLC merged with three other public sector software companies to form CentralSquare Technologies, LLC; and
- K. WHEREAS, CentralSquare and Customer desire to formally amend the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, with this Seventh Amendment (hereinafter “Seventh Amendment”) and desire to be bound by the terms contained in the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and those contained in this Sixth Amendment to the Original Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree that the said Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Sixth Amendment be amended as follows:

1. **Amendment.**

The Agreement is amended and modified as follows:

- a. Section 22. The text of Section 22 on page 9 of the Original Agreement shall be deleted and shall be replaced with the following, to read:

“Cloud Storage or Hosted Systems for FTO Data. CentralSquare’s software solution includes the use of cloud storage or hosted systems for FTO data. CentralSquare shall adhere to industry standards and federal and state regulatory compliance while migrating Customer Data to the FTO Cloud. CentralSquare shall not deploy services to Customer where system accounts are shared with other entities. CentralSquare shall ensure a suitable data encryption scheme for Customer Data. In addition, CentralSquare shall abide by the requirements of this section when CentralSquare stores Customer Data on servers not owned by CentralSquare. Should CentralSquare opt to store Customer Data on servers not owned by CentralSquare, CentralSquare shall provide written notice to Customer of the location of the servers on which Customer Data is stored and the legal name and address of the owner(s) of the servers on which Customer Data is stored (**“Server Owner”**). The Customer Data is stored in cloud servers located in Arizona, Texas, and Virginia regions operated by Azure Gov. Prior to changing the location of the server or the Server Owner(s), CentralSquare shall provide written notice to Customer of any location change or change in the Server Owner(s). Said notice shall include the legal name, and address of the Server Owner(s) and an affirmation the server is located within the United States. Should any of the following events occur (**“Triggering Event”**), CentralSquare shall provide written notice to Customer no later than two (2) business days after a Triggering Event has occurred. Each of the following events is a Triggering Event: (i) CentralSquare becomes insolvent, (ii) CentralSquare files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, (iii) CentralSquare consents to the filing of any bankruptcy or reorganization petition filed against it under any federal or state bankruptcy law, (iv) CentralSquare has made a general assignment for the benefit of its creditors, (v) CentralSquare has consented to the appointment of a receiver, trustee or liquidator, (vi) CentralSquare has received a notice of default of the agreement between CentralSquare and Server Owner, (vii) CentralSquare has provided Server Owner with a notice of default of the agreement between CentralSquare and Server Owner, (viii) CentralSquare has knowledge of a Triggering Event related to Server Owner, (ix) Server Owner becomes

insolvent, (x) Server Owner files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, (xi) Server Owner consents to the filing of any bankruptcy or reorganization petition filed against it under any federal or state bankruptcy law, (xii) Server Owner has made a general assignment for the benefit of its creditors, (xiii) Server Owner has consented to the appointment of a receiver, trustee or liquidator. Upon the occurrence of a Triggering Event related to CentralSquare under Section 22 (i) through (viii), CentralSquare shall provide Customer with any Customer Data. CentralSquare shall provide to Customer, at no cost, a method of migrating or exporting all electronic records or Customer Data in a usable basis in a method and format acceptable to Customer. Upon the occurrence of a Triggering Event under Section 22 (ix) through (xiii), CentralSquare shall provide Customer with written notice of the Triggering Event and shall transfer any Customer Data to either servers owned by CentralSquare or to another Server Owner. CentralSquare shall provide Customer with notice of the location of Customer Data and the name and address of the Server Owner.”

2. Pursuant to Section 8 of the Software Maintenance Supplement to the Original Agreement as amended by First Amendment, the Parties agree that there is *no additional charge* to migrate Customer Data to the FTO Cloud.

3. **Original Agreement.** Except as otherwise modified, amended, or supplemented by this Seventh Amendment, by the Sixth Amendment, by the Fifth Amendment, by the Fourth Amendment, by the Third Amendment, by the Second Amendment, and by the First Amendment, all other terms of the Original Agreement entered into between the Parties shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Seventh Amendment to the Original Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager *aps*

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / mc

CentralSquare Technologies, LLC

BY: *(Billie Co Belch)*

NAME: *(Billie Co Belch)*

TITLE: *CEO - General Counsel*

DATE: *10.24.23*