

## CentralSquare Technologies, LLC

### FIRST AMENDMENT TO SUPPORT AND MAINTENANCE AGREEMENT #6224

**THIS FIRST AMENDMENT** to that Support and Maintenance Agreement #6224 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Customer"), and CentralSquare Technologies, LLC, a Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 1000 Business Center Drive, Lake Mary, Florida 32745 (hereinafter referred to as "CentralSquare");

### RECITALS

**WHEREAS**, CentralSquare provides ongoing maintenance and support for the TRAKiT software, a planning, permitting, and parcel management software solution used by the Customer's Planning and Building Department pursuant to Support and Maintenance Agreement #6224, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to include Daily Extract of Community Development, Amazon Web Services (AWS) Customer Database, TRAKiT Database backup, and to include a new Project Cost Summary for the extended term of the Agreement, adding **Exhibit 1-A, Amended Project Cost Summary**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$11,472.45 for a new not-to exceed amount of \$588,252.22, amending **Section 3. Fees**;

**WHEREAS**, the parties hereto desire to amend the Agreement to include updated Maintenance and Support Standards of the Agreement adding **Exhibit 2-A, Amended Maintenance and Support Standards**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update **Section 27, Order of Precedence**.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, Customer and CentralSquare mutually agree to amend the terms of the Agreement in this First Amendment to Support and Maintenance Agreement #6224 on the following terms and conditions:

- I. The following software product is hereby added to the Agreement: Daily Extract of Community Development AWS Customer Database (TRAKiT Database backup). As the result Exhibit 1, Project Cost Summary, is amended to include Exhibit 1-A, marked "Amended Project Cost Summary," attached hereto and incorporated herein by reference. All references to Exhibit 1 throughout the Agreement shall read Exhibit 1 and Exhibit 1-A.

II. **SECTION 3, Fees**, of the Agreement is amended in its entirety to read as follows:

**3.0. Fees.**

**3.1.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, for purposes hereof, for the period beginning with the effective date of this Agreement and continuing through January 2, 2023, Customer will make payments to CentralSquare pursuant to the amounts and payment terms outlined in **Exhibit 1, Project Cost Summary**.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, for the purposes hereof, for the period beginning January 3, 2023 and continuing through the remaining term of the Agreement, Customer will make payments to CentralSquare pursuant to the amounts and payment terms outlined in **Exhibits 1-A, Amended Project Cost Summary**.

**3.2.** The total amount of this Agreement, as amended, shall not exceed \$588,252.22, inclusive of all costs and expenses.

III. **Section 4.14, "Maintenance" and Section 4.21, "Software"**, of the Agreement are amended in their entirety to read as follows:

**4.14. "Maintenance"** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, for purposes hereof, for the period beginning with the effective date of this Agreement and continuing through January 2, 2023, "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").

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, for the purposes hereof, for the period beginning January 3, 2023 and continuing through the remaining term of the Agreement, "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-A marked "Amended Maintenance and Support Standards," attached hereto and incorporated herein by reference.

**4.21. "Software"** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, for purposes hereof, for the period beginning with the effective date of this Agreement and continuing through January 2, 2023, "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.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, for the purposes hereof, for the period beginning January 3, 2023, "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-A, ("Amended Maintenance and Support Standards").

**IV. Section 27, Order of Precedence**, of the Agreement is amended in its entirety to read as follows:

**27. Order of Precedence.**

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

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

**27.1.2.** The attached Exhibits to this Agreement.

**27.1.3.** 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.

**27.2.** Incorporated Exhibits to this Agreement:

Exhibit 1 - Project Cost Summary

Exhibit 1-A - Amended Project Cost Summary

Exhibit 2 - Support Standards

Exhibit 2-A - Amended Maintenance & Support Standards

Except as herein amended, all other parts and sections of Support and Maintenance Agreement #6224 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Support and Maintenance Agreement #6224 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"Customer"

Attest:

Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Deputy Clerk

-- CENTRAL SQUARE TECHNOLOGIES, LLC --

By: Ron A Anderson  
Ron A Anderson (Nov 28, 2022 10:50 EST)

Dated: 11/28/2022

Ron Anderson  
Chief Revenue Officer  
"CentralSquare"

By: Barry I. Medintz  
Barry I. Medintz (Nov 28, 2022 15:56 EST)

Dated: 11/28/2022

Barry Medintz  
General Counsel

  
RN

# CentralSquare Technologies, LLC

## Exhibit 1-A

### Amended Project Cost Summary

Product: Product Name	Quantity	1/3/22 - 1/2/23	1/3/23 - 1/2/24	1/3/24 - 1/2/25	1/3/25 - 1/2/26	1/3/26 - 1/2/27
CodeTRAK License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
CodeTRAK Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Customer Relationship Manager (CRM) TRAK License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
CRM TRAK Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
eTRAKIT Citizen Portal License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
eTRAKIT Citizen Portal Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
GeoTRAK Update Routine Legacy Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Horizon Cloud for TRAKIT Annual Access Fee	1	USD 41,367.90	USD 43,436.30	USD 45,608.11	USD 47,888.52	USD 50,282.94
iTRAKIT Suite License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
iTRAKIT Suite Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
PermitTRAK License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
PermitTRAK Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKIT Application Programming Interface (API) for ProjectDox License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKIT API for ProjectDox Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKIT Community Development Core Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKIT End User License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKIT End User License Annual Maintenance Fee – Original Licenses	1	USD 54,614.70	USD 57,345.44	USD 60,212.71	USD 63,223.34	USD 66,384.51
TRAKIT End User License Fee	20	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKIT End User License Annual Maintenance Fee – Additional Licenses added in 2019	1	USD 8,400.00	USD 8,820.00	USD 9,261.00	USD 9,724.05	USD 10,210.25
TRAKIT Geographic Information System (GIS) Advanced Engine License Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
TRAKIT GIS Advanced Engine Annual Maintenance Fee	1	USD 0.00	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Daily Extract of Community Development AWS Customer Database	1	USD 0.00	USD 2,661.75	USD 2,794.83	USD 2,934.57	USD 3,081.30
<b>Total Fees Per Year</b>		<b>USD 104,382.60</b>	<b>USD 112,263.49</b>	<b>USD 117,876.65</b>	<b>USD 123,770.48</b>	<b>USD 129,959.00</b>

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. Customer will request a quote from CentralSquare for additional services and fees not specifically listed. Additional services shall not be ordered and additional fees shall not be charged to Customer without prior written approval from the Customer Contract Administrator.

**PAYMENT TERMS:**

RECURRING FEES

- a. Annual Support & Maintenance Fees are due thirty (30) days prior to the start of the Term and annually thereafter. Prior to the end of the then current support term, and each subsequent annual support term, CentralSquare will forward an invoice to Customer for the annual support fee, which fees are subject to increase.
- b. 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 with valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- c. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of one point five percent (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 ninety (90) days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.
- d. Annual fees are subject to a five percent (5%) annual increase.

# CentralSquare Technologies, LLC

## Exhibit 2-A

### Amended Maintenance and Support Standards

#### 1. CentralSquare Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include Virtual Local Area Networks (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. Secure Sockets Layer (SSL) and Internet Protocol Security (IPSEC) Virtual Private Network (VPN) with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external Closed Circuit Television (CCTV), card access control, best of breed Heating, Ventilation, and Air Conditioning (HVAC)/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, Distributed Denial-of-Service (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, Operating System (OS) hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: Statement on Standards for Attestation Engagements (SSAE)18/ International Standards for Assurance Engagements (ISAE) Data Center Audit, SSAE18 Operations Audit, Payment Card Industry data Security Standard (PCI-DSS) Compliance Audit, Vulnerability Testing & Common Vulnerability Scoring System (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 and Exhibit 1-A. 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 forty five (45) 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. Measurement. 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. Maintenance. 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. Incidents and service requests. 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.**

<b>Responsibility Summary Matrix</b>		
<b>Description</b>	<b>CentralSquare Responsibility</b>	<b>Customer Responsibility</b>
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. Hours. 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. Releases. 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. Case Number. 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.