

# Tablet Command Service Agreement

This Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_ (“Effective Date”) by and between **Tablet Command, Inc.**, (the “**Company**”), and City of Corona (the “**Customer**”). Company and Customer shall be individually referred to as a “Party” and collectively referred to as the “Parties”.

**Whereas**, an important value of the Customer is to operate a strong, sustainable, reliable, shared notification, response, and incident management system.

**Whereas**, the Customer believes that a common or shared notification, response, and incident management system will produce a more reliable and standardized operational picture and benefit response personnel as a whole; and

**Whereas**, the Customer recognizes that the following will improve safety on the emergency scene:

- Timely and accurate incident notification
- Comprehensive and accurate mapping and routing
- Access to agency map data through Esri ARC GIS Online
- Integrated resources status into CAD (simple and complex status change)
- Unit status view
  - Map
  - Table
- Shared incident view by all users
- Transfer of command
- Standardized command and control
- Agency-specified incident templates and checklists
- Time-stamped record of all actions on the emergency scene
- Improved after-action analysis with time-stamped documentation
- Improved accountability; and

**Whereas**, both Parties recognize that a relationship described herein may be mutually beneficial,

**Now therefore**, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. *Grant of License.* Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-transferable license to use the Tablet Command suite of Mobile CAD, incident response and resource management solutions (Tablet Command, TC Mobile, Tablet Command Portal) (Software”) for its internal non-commercial operations. Any rights not expressly granted in this Agreement are expressly reserved by Company.
2. *Services.* During the Term: (a) Customer shall direct incident data to an application programming interface (API) to be provided by Company. This data will be directed to:

<https://api.tabletcommand.com> and (b) Company shall provide Software activation, including CAD integration, initial user training and orientation, and ongoing customer support pursuant to the Service Level Agreement attached to this Agreement as Exhibit "A" and incorporated herein by reference ("Services").

3. *Fees.* Company shall provide the Services in consideration for the fees set forth in the Quote dated March 14, 2023 attached hereto as Exhibit "B" and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed \$46,300 for year one (\$34,800 annually thereafter) without written approval of City's City Manager or designee. Company shall submit to Customer annual invoices that indicates the Services to be rendered by Company in the upcoming Term and Customer shall, within 30 days of receiving such invoice, review the invoice and pay all approved charges thereon.

4. *Term.* The term of this Agreement will begin on the Effective Date and will continue for an initial term of one year ("Initial Term"), unless earlier terminated as provided herein. Unless otherwise terminated, this Agreement shall renew automatically upon each anniversary of the Effective Date (each a "Renewal Term"). The terms "Initial Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement.

5. *Termination.* Customer or Company may, by written notice, terminate this Agreement at any time and without cause by giving written notice of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Company shall be compensated only for those Services which have been adequately rendered to Customer and Company shall be entitled to no further compensation. In the event this Agreement is terminated prior to the expiration of the then current Term, Company shall refund any fees paid by Customer in advance for the Services to be rendered during the Term, prorated based upon the effective date of termination.

6. *Confidentiality and Data Security.*

B. *Definition.* "**Confidential Information**" means any non-public information that relates to Company or Customer, as applicable, that is appropriately labeled as confidential, including without limitation, technical data, know-how, trade secrets, product plans, markets, services offerings, customer lists and customers, software, research and developments, inventions, processes, formulas, designs, drawings, hardware configurations or finances. Confidential Information does not include information that (i) is known to either Party at the time of disclosure as evidenced by written records, (ii) has become publicly known and made generally available through no wrongful act of the receiving Party or (iii) has been rightfully received by a Party from a third party who is authorized to make such disclosure.

B. *Nonuse and Nondisclosure.* Neither Party will during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose other than the performance of this Agreement or (ii) disclose Confidential Information to any third party except as otherwise required by state or federal law. Confidential Information will remain the sole property of the

disclosing Party. Each Party agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information.

C. Company commits to the following standards of data security. (i) Data will only be utilized by Company, Inc (dba Tablet Command) for the sole purpose of providing the Services to Customer (ii) Data will not be shared with any third party with the exception of Automatic Vehicle Location (AVL) data as outlined in D. below; (iii) Any data will be encrypted while in transit via SSL 256 bit AES encryption or equivalent; (iv) Data will be stored on a secure server in a SSAE 16 certified data center located in the United States. (v) Customer can stop sending data at anytime for any reason without any liability to Company.

D. Company is hereby authorized to share Automatic Vehicle Location (AVL) data for Customer's emergency response vehicles with other Company customers. Customer acknowledges and agrees that Company will have no liability to Customer related to AVL data shared with other Company customers. Company acknowledges and agrees that Customer retains the ability to rescind its authorization for Company to share Customer's AVL data at any time by providing written notice to Tablet Command at the address for notice listed below, or via an email message sent to [admin@tabletcommand.com](mailto:admin@tabletcommand.com).

7. *Ownership.* The Parties agrees that the Software, all copyrights, moral rights, notes, records, drawings, designs, inventions, improvements, developments, discoveries, computer programs (e.g. source code, object code, listings), work-in-progress, deliverables, drawings, designs, logos, images, trademarks, and trade secrets conceived, discovered, developed or reduced to practice by Company (collectively, "**Inventions**"), solely or in collaboration with others, that relate in any manner to the business of Company are the sole property of Company, except the extent of any Customer Confidential Information.

8. *Infringement Warranty.* Company represents and warrants that (a) it is the developer and owner of the Software and Inventions, and that it has the authority to grant the licenses granted hereunder; (b) there is no claim, litigation or proceeding pending or threatened with respect to the Software or any component thereof; and (c) the Software and its components, and the use thereof in accordance with the terms of this Agreement, do not infringe or violate any patents, copyrights, mask work rights, trademarks, trade secrets or other proprietary rights of any third party.

9. *Liability.* EXCEPT AS PROVIDED IN SECTIONS 8 AND 10, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES AND INDEMNITIES, EXPRESS OR IMPLIED, IN THE PROVISION OF SERVICES HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER.

10. *Indemnification.*

A. *Infringement.* Company shall defend and indemnify Customer against any loss or damage, including attorneys' fees and costs of litigation, arising from a claim that the Software or the Inventions infringes a patent, copyright, trademark or other intellectual property right of any other person. Company shall indemnify, defend and hold harmless Customer, its directors, officials, officers, employees, volunteers and agents from and against any and all suits, actions, damages, costs, losses, expenses (including attorneys' fees) and other liabilities arising from or in connection with a breach of the warranty set forth in Section 8.

B. *Negligence.* To the fullest extent permitted by law, Company shall defend (with counsel of Customer's choosing), indemnify and hold the Customer, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Company, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. The Company shall not be liable for claims arising from any willful misconduct or negligent acts, errors, or omissions of Customer, its officials, officers, employees, subcontractors, consultants, or agents. Customer's selection of legal counsel shall be subject to the consent of Company, which consent shall not be unreasonably withheld; provided, however, that Company's refusal to accept a tender of defense by Customer shall be deemed to be an unreasonable withholding of consent by Company as to Customer's selection of legal counsel. To the extent that Customer selects Customer's in-house legal counsel, Company hereby consents to such selection.

11. *Insurance.*

A. *Time for Compliance.* Promptly following the Effective Date of this Agreement, but in no event before Company commences any Services under this Agreement, Company shall provide evidence satisfactory to Customer that it has secured all insurance required under this Section 11. Failure to provide and maintain all required insurance shall be grounds for Customer to terminate this Agreement for cause.

B. *Minimum Requirements.* Company shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Company, its agents, representatives, employees or subconsultants. Company shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Company has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and*

*Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance..

(2) Minimum Limits of Insurance. Company shall maintain limits no less than: (1) *General Liability:* \$1,000,000 minimum; per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 minimum; per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 minimum; per accident for bodily injury or disease.

(3) Cyber Liability. 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 Company in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to 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.

C. Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(1) General Liability. The general liability policy shall state that: (1) Customer, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of Company, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects Customer, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by Customer, its directors, officials, officers, employees, agents, and volunteers shall be excess of Company's insurance and shall not be called upon to contribute with it in any way.

(2) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against Customer, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by Company.

(3) All Coverages. If Company maintains broader coverage and/or higher limits than the minimums shown above, Customer is entitled to the broader coverage and/or higher limits maintained by Company. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Customer.

D. Other Provisions: Endorsements Preferred. Company shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges

and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Agency.

(1) Waiver of Subrogation – All Other Policies: Company hereby waives all rights of subrogation any insurer of Company's may acquire against Customer, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by Company. Company understands, acknowledges and agrees that this provision is in full force and effect even if Customer does not receive a waiver of subrogation endorsement from the insurer.

(2) Notice. Company shall either: (1) require its insurer to provide thirty (30) days prior written notice to Customer before coverage is suspended, voided, or canceled; or (2) notify Agency in writing that such notice is not available and forward any notice of such actions to Customer within two (2) business days from date of receipt by Company. Company understands, acknowledges and agrees that this provision is in full force and effect even if Customer does not receive a waiver of subrogation endorsement from the insurer.

E. Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Company must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

F. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Customer. The Agency may require Company to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or Customer.

G. Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to Customer in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to Customer and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California. \_.

H. Verification of Coverage. Company shall furnish Agency with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by Customer before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Company's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

I. Reporting of Claims. Company shall report to Customer, in addition to Company's insurer, any and all insurance claims submitted by Company in connection with the Services under this Agreement.

J. *Sub-Consultants.* All sub-consultants shall comply with each and every insurance provision of this Section 11. Company shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to Customer that the sub-consultant has secured all insurance required under this Agreement.

K. *Special Risk or Circumstances.* Customer reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 11, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

12. *Miscellaneous.*

A. *Governing Law; Venue.* This Agreement shall be governed by the laws of the State of California without regard to California's conflicts of law rules. The Parties agree that the exclusive venue for any dispute arising hereunder shall be the federal or state located in the City and County of Riverside and the parties waive any objection to personal jurisdiction or venue in any forum located in that county.

B. *Assignability.* The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators.

C. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous written and oral agreements between the Parties regarding the subject matter of this Agreement. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the Parties hereto.

D. *Publicity.* Each party may issue press releases or otherwise publicly reference the other in advertising and marketing (such as Internet, TV, radio and print) including the use of quotations from key staff, pictures, and videos.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above. The authorized representatives of the parties have signed this Agreement as of the Effective Date. This Agreement may be executed simultaneously in two or more counterparts, or by facsimile, each one of which shall be deemed an original, and all of which shall constitute one and the same instrument.

-Signature page follows-

<b>Customer</b>	<b>Tablet Command, Inc.</b>
By:	By:  39E0E9C59E09464...
Name: Brian Young	Name: Riviere Van
Title: Fire Chief	Title: President, CEO
Address for Notice:  City of Corona Fire Department 735 Public Safety Way Corona, CA 92880	Address for Notice:  Tablet Command, Inc. 822 Hartz Way, Suite 235 Danville, CA 94526

**EXHIBIT "A"**  
**SERVICE LEVEL AGREEMENT**

**EXHIBIT "B"**

**TABLET COMMAND QUOTE**