

LOS ANGELES FIRE DEPARTMENT



JAIME E. MOORE
FIRE CHIEF

September 23, 2026

BOARD OF FIRE COMMISSIONERS
FILE NO. 26-052

TO: Board of Fire Commissioners

FROM:  Jaime E. Moore, Fire Chief

SUBJECT: AGREEMENT WITH TABLET COMMAND, INC. FOR INCIDENT
RESPONSE AND MANAGEMENT SOFTWARE

FINAL ACTION:	☐ Approved	☐ Approved w/Corrections	☐ Withdrawn
	☐ Denied	☐ Received & Filed	☐ Other

SUMMARY

In January 2025, the City of Los Angeles (City) and the Los Angeles metropolitan area were affected by severe winds and destructive wildfires. The unprecedented event severely impacted the ability of the Los Angeles City Fire Department (LAFD or Department) from assessing and managing its emergency and medical response to the Palisades Fire. A significant challenge was accurately tracking firefighting resources during the fast-moving incident.

Tablet Command, Inc. (Tablet Command) has designed a mobile incident command and response platform that provides real-time situational awareness, resource tracking and command capabilities used by many fire departments in California to manage emergency incidents more safely, efficiently, and accurately, especially during emergency or catastrophic incidents.

The City and Tablet Command entered into a six-month trial agreement (Contract No. C-202730) for the City to evaluate the mobile incident response and management platform. The LAFD has determined that the Tablet Command platform meets the City's needs, and will allow the Department to operate more effectively during emergencies.

The term of the proposed Agreement with Tablet Command will be for three (3) years, with two (2) one-year options to extend the term. The compensation for the three-year term is for an amount not to exceed \$1,255,550, with the two (2) additional one-year extensions not to exceed \$394,350 per year, for a maximum compensation not to exceed \$2,044,250, subject to the availability of funding.

RECOMMENDATIONS

That the Board:

1. Approve and authorize the Fire Chief to execute the Agreement with Tablet Command, Inc. for an incident response and management software, for a three-year term, commencing upon the date of attestation by the Los Angeles City Clerk and terminating three (3) years from that date, for a maximum amount not to exceed \$1,255,550, and authorize the Fire Chief to exercise the options to execute amendments to extend the term of the Agreement for up to two (2) one-year terms, not to exceed the annual amount of \$394,350, for a total maximum compensation not to exceed \$2,044,250, contingent on the availability of funds and the contractor having provided satisfactory services in the Agreement, and subject to review and approval by the City Attorney.
2. Transmit the Agreement to the Office of the Mayor for review and approval, in accordance with Executive Directive No. 3.

DISCUSSION

Tablet Command is a modern, tablet-based incident management platform used by fire departments to manage emergency incidents more safely, efficiently, and accurately. The system replaces traditional paper notes, whiteboards, and legacy mobile data tools with a digital interface that allows fire officers to organize and track critical incident information in real time. Tablet Command provides a single, integrated view of an emergency scene, helping commanders understand what resources are assigned, where they are located, and what actions are underway.

Using Tablet Command, fire officers can assign and track units on a digital map, monitor incident progress, and automatically document key decisions and actions as they occur. This improves situational awareness, enhances personnel and equipment accountability, and supports firefighter safety by ensuring commanders have accurate, up-to-date information during rapidly evolving incidents. Because all actions are time-stamped and recorded electronically, the system also supports after-action reviews, reporting, and operational analysis without relying on manual note-taking. Overall, Tablet Command helps standardize incident management, improves coordination among responding units, and allows the Fire Department to operate more effectively during emergencies that impact the public.

APPLICATION OF LESSONS LEARNED: PALISADES FIRE AFTER-ACTION REVIEW

The use of Tablet Command directly addresses several key issues identified in the Palisades Fire After-Action Review (AAR), particularly related to personnel and equipment tracking, maintaining situational awareness, ensuring continuity of command, and improving communication.

During the Palisades Fire, one of the most significant challenges was accurately tracking firefighting resources as the incident rapidly evolved. Supervisors often had difficulty knowing which crews and equipment were assigned to them due to heavy radio traffic, limited visibility of operations, and reliance on paper-based tracking

methods. Tablet Command resolves many of these challenges by providing a real-time, shared digital system that allows commanders at all levels to see where resources are assigned and how they are being used. This improves accountability, enhances firefighter safety, and reduces dependence on radio communications.

The After-Action Review also found that senior officers who used digital tools had better awareness of fire conditions and operational progress. Tablet Command provides live maps, status updates, and standardized checklists that help commanders clearly understand what is happening on the incident and make better-informed decisions, even in areas with limited connectivity.

Another issue identified in the AAR was the frequent relocation of the Incident Command Post and leadership changes, which disrupted operational continuity. Tablet Command helps prevent information loss during these transitions by automatically synchronizing all incident data across user devices. This ensures that critical operational information remains available and consistent, regardless of where command is located or who is in charge.

The review also highlighted coordination challenges between the Los Angeles City Fire Department and partner agencies such as CAL FIRE. Tablet Command supports shared digital operations and data integration, enabling multiple agencies to work from a single operational picture. This improves coordination and reduces confusion during large, multi-agency incidents.

Additionally, the Department Operations Center (DOC) lacked real-time visibility into fire operations until well after the incident began. Tablet Command addresses this gap by transmitting live operational data from the field directly to Department and City emergency leadership, enabling faster, better-informed decision-making and stronger coordination between field operations and executive leadership.

Finally, the After-Action Review recommended that the Department adopt digital tools to improve accountability and operational efficiency. Tablet Command fulfills this recommendation by providing a standardized, Department-wide incident management system that improves resource tracking, enhances coordination, and supports post-incident review and accountability.

Pursuant to Charter Section 371(e)(8), competitive bidding is not required due to a cooperative arrangement with another governmental agency for the utilization of their purchasing contracts and professional, scientific, expert, or technical services contracts. The Orange County Fire Authority held a competitive process, and entered into an agreement with Tablet Command for a mobile CAD program. The LAFD, in consultation with the City Attorney's Office, determined that it is neither reasonably practicable nor compatible with the City's best interests to conduct a separate competitive process under Charter Section 372, given that the services can be most economically obtained by contracting with Tablet Command for the same scope of services and at the same

terms as those provided in the Orange County Fire Authority contract.

The City Attorney has reviewed and approved the Agreement as to legal form. Pursuant to the Los Angeles City Charter Section 373, approval by the City Council is required.

FISCAL IMPACT

Funding for Year 1 of this Agreement is available from the Fire Department Trust Fund, Fund 848, through a donation made by the Los Angeles Fire Department Foundation. Funding for Years 2 through 5 will be requested in subsequent fiscal year budgets.

Board Report prepared by Scott La Rue, Assistant Chief, Emergency Operations, Metropolitan Fire Communications.

Attachment

AGREEMENT NO. _____

AGREEMENT BETWEEN

THE CITY OF LOS ANGELES

AND

TABLET COMMAND, INC.

FOR

INCIDENT RESPONSE AND MANAGEMENT SOFTWARE

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LIST OF EXHIBITS

Exhibit A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])

Exhibit B – Business Associate Agreement

Exhibit C – System Description

Exhibit D - EULA

Exhibit E - Fees

AGREEMENT NO. _____

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
TABLET COMMAND, INC.
FOR
INCIDENT RESPONSE AND MANAGEMENT SOFTWARE

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between the City of Los Angeles, a municipal corporation (“**City**”), acting by and through the Los Angeles Fire Department (“**Department**” or “**LAFD**”), and Tablet Command, Inc., a Delaware corporation (“**Contractor**”) (collectively, the “**Parties**”, or individual, a “**Party**”), with reference to the following:

WHEREAS, beginning on January 7, 2025, City and the Los Angeles metropolitan area were affected by critical fire weather, severe straight-line winds, and destructive wildfires (“**Wind and Fire Events**”); and

WHEREAS, the unprecedented Wind and Fire Events severely impacted the ability of the LAFD to assess and manage its emergency and medical response to the fast-moving incident; and

WHEREAS, as a result of the experience during the Wind and Fire Events, the LAFD requires the implementation of a modern mobile incident management platform, with real-time data integration, in order to improve the Department's emergency response efficiency, situational awareness, and firefighter accountability for future emergency or catastrophic incidents; and

WHEREAS, Contractor is a professional services and software development company that has designed a mobile incident command and response platform for fire departments and emergency services that provides real-time situational awareness, resource tracking and command capabilities that is currently implemented by approximately 80% of fire departments in California; and

WHEREAS, Contractor has a mobile Computer-Aided Dispatch (“**CAD**”) program which contains real-time mapping capabilities that include overlays of critical infrastructure, such as hydrants, pre-incident plans, and evacuation zones, and enhances situational awareness, an essential feature given City's complex urban landscape and wildland-urban interface; and

WHEREAS, the Orange County Fire Authority held a competitive process (Request for Proposal, RFP RO2569) and entered into an agreement, fully executed on September 28, 2023, with Contractor for a Mobile CAD program; and

WHEREAS, it is neither reasonably practical nor compatible with City's best interests to

conduct a separate competitive process under Charter Section 372 given that the services can be most economically obtained by contracting with Contractor for the same scope of services at the same or better terms as those provided in the Orange County Fire Authority contract; and

WHEREAS, competitive bidding under Charter Section 371 is not required for this Agreement because the Agreement is for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which competitive bidding under Charter Section 371 is not reasonably practical or advantageous;

WHEREAS, the Parties entered into a trial agreement no. C-202730 for City to evaluate Contractor's mobile incident command and response platform, and such evaluation was successful ("**Evaluation Agreement**"); and

WHEREAS, the Parties now wish to enter into this Agreement for a three (3) year term, commencing on the Effective Date and ending three (3) years from the Effective Date, for an amount not to exceed \$1,255,550.00, and with the option to exercise two (2) additional one-year extensions for City's continued use of Contractor's mobile incident command and response platform, for an amount not to exceed \$394,350.00 per year, for a maximum contract amount not to exceed \$2,044,250.00, subject to the availability of funds.

NOW, THEREFORE, in consideration of the promises, representations, covenants and agreements provided below, the Parties agree as follows:

1.0 SECTION 1: GENERAL INFORMATION

1.1 Project Overview

The purpose of this project is to provide the LAFD with an incident response and management software system to enable incident commanders and the City dispatch center to efficiently manage responses during emergencies.

1.2 Work Location

Metropolitan Fire Communications
Los Angeles Fire Department
500 E. Temple St., Room 246
Los Angeles, CA 90012

and/or

Operations Control Division
Los Angeles Fire Department
200 N. Main Street
Los Angeles, CA 90012

1.3 Representatives of the Parties

1.3.1 Parties to the Agreement

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, having its principal office at 200 N. Main St., 18th Floor, Los Angeles, CA 90012.
- B. Contractor – Tablet Command, Inc., having its principal office at 1212 Broadway Plaza, Suite 2100, Walnut Creek, CA 94596.

1.3.2 Representative of the Parties and Service of Notices

The representatives of the respective Parties who are authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

- A. The City's representative is, unless otherwise stated in this Agreement:

Fire Chief
Los Angeles Fire Department
200 N. Main St., Room 1800
Los Angeles, CA 90012

With a copy to:

Assistant Chief
Metropolitan Fire Communications
Los Angeles Fire Department
500 E. Temple St., Room 246
Los Angeles, CA 90012

B. Contractor's representative is, unless otherwise stated in the Agreement:

William Pigeon, CEO
Tablet Command, Inc.
1212 Broadway Plaza, Suite 2100
Walnut Creek, CA 94596

C. Formal notices, demands, and communication to be given hereunder by either Party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing, unless otherwise specified.

D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be provided as described in this Agreement, within five (5) business days of said change. As used in this section, "business days" shall refer to the days City is open to the public for business.

2.0 SECTION 2: TERM OF AGREEMENT AND TERMINATION

2.1 Term

The term of this Agreement shall commence upon the later date by which the Parties have signed the Agreement and City Attorney has signed as to form ("**Effective Date**") and shall continue for three (3) years from the Effective Date ("**Initial Term**"), unless otherwise extended pursuant to Section 2.2 below.

2.2 Amendments

At LAFD's sole discretion, acting by and through the Fire Chief, City may extend the Agreement for a total of two (2) additional years, exercisable in one (1) year increments (each a "**Renewal Term**"). Any such Renewal Term will be memorialized by amendment utilizing the amendment process described in Section PSC-5 of Exhibit A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]) ("**Exhibit A**"). Any amendments to extend the term of this Agreement are contingent on availability of funds and Contractor having provided satisfactory services under this Agreement.

2.3 Termination

2.3.1 Termination for Convenience

City may terminate this Agreement for City's convenience at any time by giving Contractor at least ninety (90) days written notice thereof. Upon receipt of said notice, Contractor shall immediately act not to incur any additional obligations, cost or expenses, except as may be

reasonably necessary to terminate its activities. City shall pay Contractor its fees through the effective date of termination and those reasonable and necessary costs incurred by Contractor to affect such termination. Thereafter, Contractor shall have no further claims against City under this Agreement for services not yet performed as of the effective date of termination. City acknowledges that Contractor has no obligation to refund any pre-paid fees for termination by City under this Section. Contractor may terminate this Agreement without cause upon six (6) months prior written notice to City.

2.3.2 Termination for Breach of Agreement

Either Party may terminate this Agreement if the other Party materially breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within thirty (30) calendar days after sending written notice thereof. Notwithstanding the foregoing, this Agreement will terminate immediately (a) at Contractor's option if City or any Authorized User, in any manner, breaches Section 3 (Scope of Work) or Section 5.9 (Confidentiality) hereof; or (b) at City's option, if Contractor engages in any dishonest conduct related to the performance or administration of this Agreement.

2.4 Effect of Termination

Immediately upon expiration or termination of this Agreement for any reason, all of City's and its Authorized Users' rights to the System granted hereunder will immediately cease, and City will immediately cease all use of the System and ensure that all Authorized Users discontinue all use of the System. Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement, each Party will return to the other Party or at the disclosing Party's election, destroy, the other Party's Confidential Information. Nothing contained herein will require the destruction or purging of Confidential Information maintained on routine computer system backup tapes, disks, or similar storage devices, provided that such Confidential Information remains subject to the terms herein. Any amounts owed to Contractor under this Agreement prior to its termination or expiration will become due and payable by City immediately upon such termination or expiration. The terms and conditions included in Sections 2.4 (Effect of Termination), 4 (Payment and Invoicing), 5.1 (Data Ownership), 5.7 (Data Return and Destruction); 5.9 (Confidentiality), 6.0 (Intellectual Property), 7.8 (Disclaimer), 7.9 (Liability Limitation), 9.1 (Waiver; Severability); 11.1.4 (Indemnification), 11.1.7 (Independent Contractors), 13.0 (Entire Agreement), and Section 14.0 (Counterparts/Electronic Signatures) of this Agreement shall survive any termination of this Agreement.

3.0 SECTION 3: SCOPE OF WORK

3.1 Contractor Services

Contractor shall provide City access to Contractor's incident response and management SaaS solution and services as described in Exhibit C, including any specific technical or functional requirements defined therein (the "System").

3.2 License

Subject to City's compliance with the terms of this Agreement, Contractor hereby grants City, solely for City's internal governmental purposes a non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the System via a computer or mobile device

(each a “**Device**”) controlled by City’s employees, agents, or contractors authorized by City to use and access the System pursuant to the terms and conditions of this Agreement (“**Authorized Users**”) to assist City in managing its personnel during an emergency (collectively, “**Use Rights**”). City’s license to access and use the System includes an unlimited number of end-user licenses for LAFD to use for its Use Rights. City may not resell Use Rights or permit third parties to exercise Use Rights or make copies of the System (except for back up purposes). City will use the System only in accordance with Contractor’s instructions and the written documentation provided by Contractor for the System (“**Documentation**”).

3.3 Restrictions

3.3.1 Contractor asserts that the System (and its structure, organization, and source code) and Documentation constitute valuable trade secrets of Contractor. City will not and will not allow any other person or entity to: (a) create derivative works of, modify, merge, disclose, reverse engineer, decompile, disassemble, translate, or otherwise attempt to derive the design, source code or underlying algorithms, file formats or programming or interoperability interfaces of the System unless applicable law prohibits such reverse engineering restrictions; (b) interfere with the operation or security of the System; (c) gather intelligence for a competitive system; (d) sell, resell, distribute, bundle or make the System available in any form to any third party; (e) sublicense or otherwise transfer or dispose of, or assign, share, rent, lease, grant a security interest in, or otherwise transfer the System or its right to use the System; (f) violate any applicable laws, rules or regulations in connection with its access or use of the System; (g) intentionally remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Contractor or its affiliates, partners, suppliers or the licensors of the System or otherwise obscure or modify the manner in which the material is displayed by means of the System; (h) disseminate performance-related information relating to the System outside the City (except to the extent required by applicable law or ordinance or required for City’s internal audit purposes); (i) access, modify, remove, or alter the data stored in the System through means other than the tools and user interfaces provided by Contractor; or (j) use, access, sell, resell, or offer for any commercial purposes, any portion of the System or otherwise use, reproduce, display or copy the System.

3.3.2 The System is not a substitute for sound fire management techniques and practices in emergency situations and should only be used to supplement such management techniques and practices. Except as stated in this Agreement, Contractor grants no rights or licenses to City, by implication, estoppel, or otherwise, in or to the System, or any Intellectual Property Rights therein, and all rights not expressly granted to City hereunder are reserved by Contractor. Any Open Source Software provided to City as part of the System is not licensed to City by Contractor hereunder and any license to such Open Source Software is obtained by City directly from the licensor of such Open Source Software. “**Open Source Software**” means any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU’s General Public License (GPL) or Lesser/Library GPL; (ii) the Artistic License (e.g., PERL); (iii) the Mozilla Public License; (iv) the Netscape Public License; (v) the Sun

Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL); (vii) the BSD License; (viii) the Apache License, or (ix) any other license identified as an open source license by the Open Source Initiative (www.opensource.org). Notwithstanding the foregoing, Contractor shall be responsible to City for the functionality and security of any such Open Source Software provided to City as part of the System.

3.3.3 City may not sublicense its rights under this Agreement or grant access to the System to anyone that is not an Authorized User (“**Unauthorized User**”) without Contractor’s prior written consent, which may be withheld in Contractor’s sole discretion. If City does allow a third party, including, without limitation, any of its affiliates or related agencies to access the System in violation of this Agreement, City will be responsible for all acts and omissions of such third parties in connection with their use of the System and without limitation of Contractor’s other rights or remedies, City will pay for any use of the System by Unauthorized Users (unless and until such third party signs a separate agreement with Contractor for its access to the System). All Unauthorized Users will be deemed to be Authorized Users solely with respect to City’s obligations for such users under this Agreement; provided that if a Unauthorized User is expressly approved in writing by Contractor, Contractor’s obligations under this Agreement to that sublicensee will apply to the same extent as Contractor’s obligations under this Agreement to City. For avoidance of doubt, Contractor will not have any obligations under this Agreement or otherwise to an Unauthorized User and to the extent City grants an Unauthorized User access to the System, City will be solely responsible for (a) that Unauthorized User’s access to the System, including without limitation any data shared between Unauthorized Users and City via the System; and (b) addressing any disputes between Unauthorized Users and City relating to such user’s use of the System.

3.4 System Access.

Contractor will issue to one of City’s employees (“**Administrator**”) an individual logon identifier and password (“**Administrator’s Logon**”) for purposes of administering and accessing the System. Using the Administrator’s Logon, the Administrator will assign Authorized Users a unique logon identifier and password and assign and manage the business rules that control each Authorized User’s access to the System. The City will make best efforts to ensure that each Authorized User will: (a) not disclose their logon identifier to any person or entity; (b) not permit any other person or entity to use their logon identifier; and (c) use the System solely in accordance with the terms and conditions of this Agreement. City will identify to Contractor all Authorized User accounts to be covered by this Agreement. City is responsible for all activities that occur under its, the Administrator’s, and Authorized User accounts to the extent that City or Authorized Users undertake the activities and, except to the extent caused by Contractor’s breach of this Agreement, Contractor and its affiliates are not responsible for unauthorized access to City’s accounts. During the Term, Contractor may view, monitor, record, and analyze, City and Authorized User’s use of the System, including technical information about the devices used in connection with the System, application IDs, computer, physical location, system and application software, and peripherals solely to provide the Services, including by processes built into the System. All Authorized Users will be required to agree via a click-through agreement to the Tablet Command End User License Agreement available at tabletcommand.com/eula (“**EULA**”). The current version of the EULA is attached hereto as Exhibit D and Contractor will notify City of any material changes to the EULA attached hereto as Exhibit D. The terms of this

Agreement are binding on City and each Authorized User. However, the terms of the EULA are only binding on the Authorized User and not on the City.

3.5 Out of Scope Services

Unless mutually agreed to by both Parties by way of an amendment to this Agreement, any other services not specifically listed in this Agreement are considered out of scope. City shall not be responsible to pay Contractor for any out of scope work not described in this Agreement, and not agreed to by the Parties in writing by way of an amendment to this Agreement. Contractor shall immediately notify City in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) City approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation and the scope of work is approved and executed by both Parties.

3.6 City Obligations

- a. City must train all Authorized Users on proper use of the System to ensure such Authorized users have the skills and competencies needed to properly use the System. Only Authorized Users who are trained on the System may use the System. Contractor will provide initial training and orientation on the System to a group of Authorized Users selected by City. City is responsible for training all other Authorized Users on the System. City is liable for any breach of this Agreement by its Authorized Users.
- City acknowledges and agrees that:
 - b. The Services are provided "as is" to assist City's incident commander(s), its personnel and other responders in response, managing incident resources, references, and tracking;
 - c. As between the Parties, City remains fully responsible for all aspects of incident command, accountability, resource tracking, and incident management, including assignments, actions, and circumstances on the scene of an emergency incident; and
 - d. The System is solely designed to assist with notification, response, incident management, and the documentation and tracking of resources and is not a substitute for the responsibilities of City described above or any other responsibilities or training of City's incident commander(s), personnel and other responders and Authorized Users in response to incidents in which they are involved.
- City also understands that while the System is designed to operate in a non-connected state, certain functionality of the System will be limited or entirely non-functional when such services are not connected to the internet. Specifically, during periods of disconnection, the System may not receive updates regarding resources, CAD information, or data from other devices that may be viewing or contributing to the incident. Certain portions of the System may require and utilize internet access, phone service, data access or text messaging capability. City is solely responsible for obtaining and maintaining its access to the foregoing systems.

- Factors beyond Contractor's control may affect the functionality of the Device. Devices may lose power, and their operability may be compromised by high heat, moisture, accidental breakage, or other factors not in Contractor's control. City's overall incident management planning will need to account for these potential limitations, including through the use of non-digital incident command backup tools to create redundancy in the event of device failure. Contractor is not responsible for any failures of the System outside its control, including WiFi outage, the environment or "Acts of God." Contractor is not responsible for providing the System when certain circumstances beyond its control arise, making performance illegal or impossible.

3.7 General Practices Regarding Use of the System.

Contractor may establish general practices and limits concerning use of the System; provided, however, that no such general practices and limits may reduce or degrade the functionality of the System. No Authorized User may access or use the System for any purpose other than for Use Rights. Certain portions of the System may require and utilize internet access, phone service, data access or text messaging capability. City is solely responsible for obtaining and maintaining its access to the foregoing systems. Without limiting any other remedies, Contractor may suspend or terminate any Authorized User's account and access to the System if (a) Contractor reasonably suspects that an Authorized User is using the System in violation of this Agreement, or engaging in activity in connection with the System that is unlawful or prohibited; (b) an Authorized User's use of the System (i) poses a legitimate and verifiable security risk to the System or any third party, (ii) may adversely impact Contractor's systems, the Systems or the systems of any other Contractor customer, or (iii) may subject Contractor, its affiliates or any third party to liability; or (c) an Authorized User requests such termination; or (d) as required by law, regulation, court or governing agency order. Contractor will use commercially reasonable efforts under the circumstances to (A) notify City in advance of such suspension or termination, and (B) provide City with a reasonable opportunity under the circumstances to correct its usage prior to any such suspension or termination. If Contractor terminates the Authorized User's account, Contractor will provide prompt notice of such termination to City. Upon termination, Contractor may immediately deactivate or delete such Authorized User's account and/or prohibit any further access to files or data from such account. Contractor shall not be liable to City, any Authorized User or any other third party for any termination or suspension of an Authorized User's access or account hereunder. In addition, an Authorized User's request for termination will result in deactivation but not necessarily deletion of the account. Contractor will restore the Authorized Users access to the System after it verifies that Authorized User has resolved the condition which was the reason for the suspension

4.0 SECTION 4: PAYMENT AND INVOICING

4.1 For complete and satisfactory performance of the services, City's access to the System and delivery of the deliverables of this Agreement (if any), City shall pay Contractor for the Initial Term a total cumulative amount not to exceed \$1,255,550.00, including state and local taxes, consisting of: (i) compensation for the first year of the Agreement ("Year 1") that must not exceed \$466,850.00, (ii) compensation for the second year of the Agreement ("Year 2") that must not exceed \$394,350.00, and (iii) compensation for the third year of the Agreement ("Year 3") that

must not exceed \$394,350.00.

4.2 For each of the optional and individually exercisable Renewal Terms, consisting of the optional fourth (“Year 4”) and fifth (“Year 5”) years of the Agreement, the annual compensation must not exceed \$394,350.00, further contingent upon the availability of funds and Contractor having provided satisfactory services.

4.3 The costs approved under this Agreement are set forth in Exhibit E – Fees, which is attached hereto and made a part hereof. All subscription fees paid by City under this Agreement are non-refundable.

YEAR	ANNUAL MAXIMUM AMOUNT
Year 1	\$466,850.00
Year 2	\$394,350.00
Year 3	\$394,350.00
TOTAL INITIAL TERM MAXIMUM AMOUNT	\$1,255,550.00
RENEWAL TERM Year 4 (Optional)	\$394,350.00
RENEWAL TERM Year 5 (Optional)	\$394,350.00
TOTAL MAXIMUM AMOUNT	\$2,044,250.00

Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended, provided that City will compensate Contractor for any services requested and authorized by City under this Agreement and actually provided to it by Contractor.

4.4 Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

4.5 Fee Escalation.

The fees set forth in this Agreement will remain fixed at the rates in effect as of the Effective Date for the first three (3) years of the Term (Year 1, Year 2, and Year 3). For Year 4, Contractor may increase fees by up to five percent (5%) over the fees paid by City in Year 3. For Year 5, Contractor may increase the fees up to five percent (5%) over the fees paid by City in Year 4. In no event shall any annual increase exceed five percent (5%) of the prior year's fees, regardless of Contractor's then-current standard list price or prevailing market rates. For illustration: if City pays \$100 per user in Year 3, the maximum Year 4 fee shall be \$105 per user (a 5% increase), even if Contractor's standard list price has increased to \$110 per user. The Year 5 fee shall not exceed \$110.25 per user (a 5% increase over \$105).

4.6 Taxes.

To the extent that any of the services or deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be paid by City to Contractor. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contractor shall be solely responsible for any unremitted taxes due and owing to the appropriate tax collection authorities which have been paid by City to Contractor and shall indemnify City for any losses in connection with any unremitted taxes due and paid by City to Contractor. City will be liable for any penalties arising from its failure to pay taxes to Contractor.

4.7 Method of Payment.

4.7.1 Invoices.

City shall pay Contractor pursuant to the requirements of this Section 4.0 after receipt and approval of Contractor's invoices by City. To ensure that services provided under personal services contracts are measured against services as detailed in this Contract, the Controller of City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

4.7.2 Billing and Invoicing Requirements.

Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:

1. Name and address of contractor
2. Division and Department name and address where services were provided
3. Date of invoice and period covered
4. Contract number or authority (purchase order) number
5. Description of completed task and amount due for task, including (if applicable):
 - a. Name of personnel working on task
 - b. Hours spent on task and timesheet supporting charges
 - c. Rate per hour and total due
6. Certification by a duly authorized officer
7. Taxes (indicate taxable and non-taxable items on invoice)
8. Discount and terms (if applicable)
9. Remittance Address (if different from company address)

4.7.3 All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed, in the form of detailed description of tasks performed per hours billed, shall be attached to all invoices. Invoices shall be submitted as per Section 4.7 and shall be payable to Contractor no later than thirty (30) days after City determination that the invoice is reasonably complete. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the Department, which approval shall not be unreasonably withheld, and which approval shall be provided within a reasonable amount of time. Notwithstanding the foregoing, and subject to any rules or regulations necessitated by the Office of the Los Angeles City Controller or as otherwise required by law, there shall exist a rebuttable presumption that invoices are complete upon submission by Contractor. Should there be any reason for which the invoices should not be deemed complete upon delivery, and for which reason payment should not occur upon thirty (30) days of delivery of the invoices, City shall immediately notify Contractor and the Parties shall work together in good faith to immediately rectify any deficiencies. In no event shall City be responsible for any late fees, late charges, interest, or penalties. If City does not pay the invoice within ninety (90) days of the invoice date, then Contractor may suspend City's access to the System with thirty (30) days' notice to City.

4.7.4 Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. City will not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time.

4.7.5 Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

Invoices must be sent to:

Assistant Chief
Metropolitan Fire Communications
Los Angeles Fire Department
500 E. Temple St., Room 246
Los Angeles, CA 90012

SECTION 5: DATA, MANAGEMENT, SECURITY, PRIVACY, AND CONFIDENTIALITY

5.1 Data Ownership

As between the Parties, City is the sole and exclusive owner of all data and information submitted, transmitted, or provided to Contractor by or on behalf of City or stored, generated, derived, or otherwise processed through the System by Contractor on City's behalf pursuant to this Agreement or which is collected from Authorized User's devices or equipment by the System and any and all updates or modifications thereto or derivatives thereof made by

Contractor (“**City Data**”), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is City’s Confidential Information for the purposes of this Agreement.

Contractor shall not use City Data for any purpose other than as permitted under this Agreement or that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not: (i) use City Data to develop, train, test, validate, or improve any product, service, algorithm, or model (including any artificial intelligence or machine learning model), except to the extent necessary to provide the services for City’s benefit; or (ii) use City Data for analytics, benchmarking, advertising, or marketing, in each case without City’s prior written consent or as necessary to provide the services to City (e.g., analytics to support System security and stability). Contractor shall not possess or assert any lien or other right against or to City Data.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, revocable or terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City’s benefit. Contractor may also aggregate, de-identify, or anonymize City Data (“**Anonymized Data**”) such that it is no longer reasonably capable of identifying or being linked to an identifiable natural person or of identifying City as the source of the Anonymized Data and use such Anonymized Data for any purpose to the extent permitted by applicable law. For purposes of this agreement, Anonymized Data will no longer be considered City Data.

City has the sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit Contractor’s use of City Data as expressly authorized under this Agreement. Without limiting the foregoing, Contractor shall remain responsible for obtaining any consents, providing any notices, and satisfying any requirements arising from Contractor’s systems, disclosures, or uses of City Data that are not expressly authorized by this Agreement or are required by applicable law to be performed by Contractor outside the scope of this Agreement.

5.2 Data Protection in General

The protection of personal privacy and personally identifiable data shall be an integral part of the business activities of Contractor, and Contractor shall use commercially reasonable efforts and at least the level of care required by applicable law and recognized industry standard practices to prevent inappropriate or unauthorized use of City Data at any time and to safeguard the confidentiality, integrity, and availability of City Data (including ensuring the same by Contractor’s subcontractors, processors, and agents) and comply with the following conditions:

5.2.1 Contractor shall implement and maintain appropriate administrative, technical and organizational security measures designed to safeguard against unauthorized access, disclosure, destruction, or theft of City Data. Contractor shall protect City Data using no less than the security means and technology necessary to meet recognized industry standard practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. At a minimum, such measures shall include role-based access controls and least privilege, multi-factor authentication for administrative and remote

access, logging/monitoring of access to City Data, timely security patching, and vulnerability management.

5.2.2 Unless otherwise stipulated in writing, Contractor shall encrypt all City Data at rest and in transit with controlled access. Contractor shall apply and support encryption in solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and shall maintain encryption keys and keying material using industry-standard key management controls, separate from encrypted City Data, and access limited to authorized personnel and systems. Whenever and wherever applicable, Contractor shall apply and support industry standards or better for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.

5.2.3 At no time shall any City Data be copied, disclosed, or retained by Contractor or any party related to Contractor, including its subcontractors, for use in any process, publication, or transaction that is not specifically authorized by this Agreement or by City in writing.

5.2.4 Contractor shall implement reasonable security measures to secure and protect all City Data from hacking, viruses, ransomware, and denial of service and related attacks.

5.3 Development and Access

Contractor shall provide its services to City and its end users solely from data centers in the continental United States of America. Storage of City Data at rest shall be located in the continental United States of America. Contractor shall not allow its personnel or subcontractors to store City Data on portable devices, including personal computers, or on personally owned devices, except for City Data that is encrypted in accordance with this Agreement and devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor may permit its personnel and subcontractors to access City Data remotely from locations within the continental United States of America only as required to provide contracted services and subject to strong access controls (including multifactor authentication and least privilege). Without City's express prior written consent, Contractor shall neither access nor allow a third-party access to City Data from any location outside of the continental United States of America, and Contractor shall not transmit, replicate, or store City Data outside of the continental United States of America, except for Contractor's lead engineer in certain pre-approved locations. Any such exceptions shall be limited to temporary remote access (not storage), shall be expressly identified in writing to City in advance, shall be provided with adequate details including jurisdiction, duration and purpose, and shall remain subject to all security requirements of this Agreement. Contractor shall not provide any services under this Agreement from a location outside of the continental United States of America, except for Contractor's lead engineer in certain pre-approved locations or as expressly approved in writing by City.

5.3.1 Access Limitations

Contractor shall use reasonable precautions, including, but not limited to, as appropriate, physical software and network security measures, personnel screening, training and supervision, and appropriate agreements to:

5.3.1.1 Prevent anyone other than City, authorized Contractor personnel, and subcontractors with a specific need to know, for a purpose authorized under this Agreement, from monitoring, using, or gaining access to City Data;

5.3.1.2 Protect copies of City Data from loss, corruption, or unauthorized alteration; and

5.3.1.3 Prevent the disclosure of City and Contractor usernames, passwords, API keys, and other access control information to anyone other than authorized City and Contractor personnel.

5.3.2 Security Best Practices

Contractor shall implement the following security best practices with respect to City Data and to any service provided:

5.3.2.1 Least Privilege

Contractor shall authorize access to City Data only to those employees and subcontractors with a legitimate need to know and then only to the minimum amount of resources and privileges related to City Data required for that function.

5.3.2.2 Separation of Duties

Contractor shall divide functions among its staff members and implement appropriate technical and administrative controls to reduce the risk of one person committing fraud undetected.

5.3.2.3 Role-Based Security

Contractor shall restrict access to authorized users and base access control on the role a user plays in Contractor's organization and the principle of least privilege (need-to-know).

5.3.3 Credential Restrictions

Contractor shall restrict the use of, and access to, administrative credentials for accounts and system services accessing City Data, to only those of Contractor's personnel and subcontractors whose access is essential for the purpose of providing the contracted services or performing obligations under this Agreement. Contractor shall require its personnel and subcontractors to log on using an assigned unique user-name and authentication credential when administering City accounts or accessing City Data. Shared administrative accounts are prohibited except where technically necessary and where access to City Data is tightly controlled and monitored. These controls shall enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable.

Contractor shall encrypt all passwords, passphrases, and PINs, using industry-standard, one-way hashing with appropriate salting and interaction factors (or successor approach), and shall not store passwords in reversible format. Contractor shall implement any City request to revoke or modify user access within the next business day of receipt of City's request. Contractor shall disable user accounts after at most 10 consecutive invalid authentication attempts.

Contractor shall enforce multi-factor authentication for all administrative access and for any remote access to environments where City Data resides. Contractor shall disable dormant user accounts or user accounts after at most 10 consecutive invalid authentication attempts or otherwise implement account lockout/throttling controls designed to prevent brute-force attacks without creating a denial-of-service condition.

5.3.4 Physical and Environmental Security

Contractor facilities and data centers that process City Data shall use reasonable practices to provide a physically secure environment from unauthorized access, damage, and interference, including access controls, monitoring, and visitor controls consistent with recognized industry standards (e.g., SOC2, ISO 27001 controls).

5.3.5 Disclosure or Access to Subcontractors

Contractor shall ensure each of its subcontractors are bound by written obligations at least as protective as this Agreement and Contractor remains fully responsible and liable for acts and omissions of such parties.

5.3.6 Privileged Access Logging and Review

Contractor shall log administrative and privileged access to systems containing City Data, including access to City Data and security-relevant configuration changes, and shall retain such logs for at least twelve (12) months. Contractor shall make relevant logs available to City upon request in connection with a Security Incident, audit, or investigation.

5.4 System Administration and Network Security

5.4.1 Operational Controls

Contractor shall implement operational procedures and controls designed to ensure that technology and information systems are configured and maintained according to prescribed internal standards and informed by applicable Industry Standard Safeguards. Examples of Industry Standard Safeguards are ISO/IEC 27002:2005, NIST 800-44, Microsoft Security Hardening Guidelines, OWASP Guide to Building Secure Web Applications, SOC 2 Type 2, and the various Center for Internet Security Standards.

Moreover, Contractor shall use application security and software development controls reasonably designed to minimize the introduction of security vulnerabilities and eliminate identified security vulnerabilities.

5.4.2 Antivirus

Contractor shall have and maintain antivirus protection configured to automatically search for and download updates (daily, at a minimum) and perform regular virus scans. Malware and threat detection shall be updated regularly, and software patches provided by vendors shall be downloaded and implemented in a timely manner. If Contractor is unable to implement these controls in a timely manner, Contractor shall notify City in writing.

5.4.3 Vulnerability Management and Patching

Contractor shall employ vulnerability management and regular application, operating system, and

other infrastructure patching procedures and technologies reasonably designed to identify, assess, mitigate, and protect against new and existing security vulnerabilities and threats, including viruses, bots, and other malicious code.

5.4.4 Network Controls

Contractor shall have, shall implement, and shall maintain network security controls, including, as appropriate, the use of firewalls, layered DMZs and updated intrusion detection and prevention systems, reasonably designed to protect systems from intrusion or limit the scope or success of any attack or attempt at unauthorized access to City Data.

5.4.5 Logging and Monitoring

Unless prohibited by applicable law, Contractor shall, and shall require subcontractors to, continuously monitor its networks and personnel for malicious activity and other activity that may cause damage or vulnerability to City Data. Contractor shall maintain logs of administrator and operator activity and data recovery events related to City Data.

5.4.6 Changes in Service

Contractor shall notify City of any changes, enhancement, and upgrades to the System Administration and Network Security, or changes in other related services, policies, and procedures, as applicable, which Contractor knows may adversely impact the security of City Data.

5.5 Policies, Assessments, and Audits

5.5.1 Policies

Contractor shall, and shall require its subcontractors to, establish and maintain a formal, documented, mandated, Contractor-wide information security program, including security policies, standards, and procedures (collectively “**Information Security Policy**”), and communicate the Information Security Policy to all of its respective personnel in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate its Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) days of City’s request, Contractor shall make available for review by City Contractor’s Information Security Policy and any related SOC audits or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security. Contractor’s Information Security Policy and all related materials such as SOC audits will be deemed Contractor’s Confidential Information.

5.5.2 Vulnerability and Risk Assessments

At least annually, Contractor shall perform vulnerability tests and assessments of all systems that contain City Data. For any of Contractor’s applications that process City Data, such testing shall also include penetration tests using intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and code review or other manual verifications to occur at least annually.

Contractor recognizes and agrees that work performed under this Agreement may be subject to

City's vulnerability disclosure program. Contractor shall work with City in good faith to mitigate any System vulnerabilities discovered as part of any City vulnerability disclosure program. Contractor shall perform such mitigation within the timeline required pursuant to the vulnerability disclosure program and at no additional cost to City.

5.5.3 Right of Audits by City/Security Review Rights

Upon at least thirty (30) days advance written notice and no more than once per twelve-month period, City and its agents, auditors (internal and external), regulators, and other representatives as City may designate, may inspect, examine, and review the facilities, books, systems, records, data, practices, and procedures of Contractor that are used in rendering services to City to verify the integrity of City Confidential Information and to monitor compliance with the confidentiality and security requirements for City Confidential Information. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. Contractor shall work in good faith to develop a remediation plan to resolve material non-compliance found by City as a result of such audit.

5.6 Data Backup and Emergency Recovery

Contractor shall employ a multilayered approach to backups and disaster recovery, including the use of a primary data center and a backup data center, or the use of cloud-based storage with an industry standard provider (e.g., Microsoft Azure, Amazon Web Services). Contractor shall perform Disaster Recovery Tests no less than annually.

Contractor shall maintain and comply with a reasonable written plan (the "**DR Plan**") setting forth procedures for (a) mitigating disruption to systems during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyberterrorism, and other natural or man-made disaster, including without limitation Force Majeure Events (as that term is used in PSC-6, Excusable Delays, of the Standard Provisions for City Contracts (Rev. 1/25 [v.2])) (collectively, a "**Disaster**"); and (b) restoring Service functionality promptly after a Disaster. The DR Plan shall include procedures no less protective than industry standard, and Contractor shall update the DR Plan as the industry standard changes.

5.7 Data Return and Destruction

5.7.1 At the conclusion of the Agreement and as instructed by City, Contractor shall (at its sole cost) return to City and/or delete or destroy City Data then in its possession or under its control (including City Data in the possession or control of Contractor's subcontractors, processors, or agents) including, without limitation, originals, and copies of such City Data. Contractor shall complete such return, destruction, or deletion promptly and, in any event, within thirty (30) days after receipt of City's written instructions. The following types of information are excluded from this requirement: (i) City Data that becomes a part of the public domain, including through court filings, through no act or omission of Contractor; (ii) City Data that Contractor is required to maintain, by applicable law, regulations, or by the terms of this Agreement, or City Data that is subject to a bona fide litigation hold, preservation order, or attorney-client retention obligation, but only for the time period required, provided that any City Data retained pursuant to this subsection shall remain subject to all confidentiality, data security,

and use restrictions under this Agreement and shall be deleted or destroyed when no longer required.

5.7.2 For the avoidance of doubt, anything that is stored on routine backup media solely for the purpose of disaster recovery shall be subject to destruction in due course rather than immediate return or destruction pursuant to this paragraph, provided that Contractor and Contractor's employees and contractors are precluded from accessing such information in the ordinary course of business prior to destruction and that such City Data subject to the backup activity shall be destroyed within one year after the conclusion of the Agreement (unless a longer period is required by applicable law). If City Data is restored from backup for any reason, Contractor shall promptly re-delete or re-destroy the restored City Data in accordance with this Section.

5.7.3 Contractor shall implement and utilize appropriate methods to ensure the destruction of City Data. Such methods shall be in accordance with recognized industry standard practices and shall leave no data recoverable on Contractor's computers or other media.

5.7.4 Contractor agrees to certify that City Data has been returned, deleted, or destroyed (as applicable and including City Data maintained by Contractor's subcontractors, processors, or agents) from its systems, servers, off-site storage facilities, office locations, and any other location where Contractor maintains City Data within forty-five (45) days of receiving City's request that the information be returned, deleted, or destroyed. Such certification shall (to the extent applicable) identify: the categories of City Data addressed; the systems or media reasonably known to contain City Data and the geographical jurisdiction in which those systems or media reside; the destruction/erasure method's used, the date(s) completed, and any City Data retained pursuant to Section 5.7.1, including the basis for retention and the scheduled deletion/destruction date. Contractor shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction, and shall provide such documentation to City upon request.

If City does not provide instruction as to the disposition of City Data within thirty (30) days of the conclusion of the Agreement, Contractor shall provide a written notice to City requesting such instruction and shall continue to maintain and protect City Data in accordance with this Agreement pending City's instruction. Contractor shall not delete City Data under this paragraph unless (i) Contractor has provided City at least thirty (30) days' prior written notice of its intent to delete, and (ii) Contractor has, at no additional cost, returned a complete copy of City Data to City in a commercially reasonable and usable format (unless City declines in writing), in each case subject to the exceptions permitted by Section 5.7.1.

5.8 Data Breach

Contractor shall notify City in writing as soon as reasonably feasible, but in any event within forty-eight (48) hours of Contractor's discovery of, or reasonable belief of any unauthorized access, loss, transmission or disclosure of, alteration of, or destruction of City Data (a "**Data Breach**"), or of any event that compromises the integrity, confidentiality or availability of City Data (a "**Security Incident**"), including, but not limited to, successful denial of service attack, successful ransomware attack, and system outage, instability or degradation due to computer

malware or virus. The initial notice may be preliminary and shall include, to the extent known at the time, a description of the Data Breach or Security Incident, the date/time of discovery, affected systems and City Data involved, containment/remediation actions taken or planned, and a point of contact. Contractor shall promptly supplement such notice as additional information becomes available.

Contractor shall begin remediation immediately while taking reasonable steps to preserve relevant evidence. Contractor shall provide daily updates if requested by City, and, in any event, reasonably frequent updates, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been resolved to City's reasonable satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share a report of the investigation findings with City. At City's sole discretion, City and/or its authorized agents shall have the right to conduct an independent investigation of a Data Breach or Security Incident. Contractor shall not provide notice to affected individuals, regulators, or the media regarding a Data Breach or Security Incident involving City Data without City's prior written consent, except as required by applicable law, in which case Contractor shall (to the extent permitted by law) provide City reasonable advance notice and coordinate the content and timing of such notice with City.

5.9 Confidentiality

5.9.1 Confidential Information

For purposes of this Section 5.9, "**Confidential Information**" means any nonpublic information whether disclosed orally or in written or digital media, received by a Party from the other Party that is either marked as "Confidential" or "Proprietary" or which the receiving Party knows or should have known is confidential or proprietary information. City Data shall be treated as Confidential Information by Contractor under this Agreement, even if such data is not marked "Confidential" or "Proprietary" or was obtained by or transferred to Contractor prior to the effective date of this Agreement. Contractor Property will be deemed to be Contractor Confidential Information.

5.9.2 Protection of Confidential Information

Except as expressly authorized herein, the receiving Party shall (a) hold in confidence and not disclose any of the disclosing Party's Confidential Information to third parties and (b) not use the disclosing Party's Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement or performing the contracted services. The receiving Party shall limit access to Confidential Information to its personnel and subcontractors (1) who have a need to know such information for the purpose of performing its obligations or exercising its rights under this Agreement, or performing or receiving the services under this Agreement; (2) who have confidentiality obligations no less restrictive than those set forth herein; and (3) who have been informed of the confidential nature of such information. In addition, the receiving Party shall protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the disclosing Party's request or upon termination or expiration of this Agreement, the receiving Party shall destroy (or permanently erase in the case of electronic files) all copies of Confidential Information, and the

receiving Party shall, upon request, certify to the disclosing Party its compliance with this sentence. Notwithstanding the foregoing, City Data will be returned or destroyed by Contractor in accordance with Section 5.7.

5.9.3 Exceptions

The confidentiality obligations set forth in Section 5.9 shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the receiving Party; (b) is lawfully provided to the receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the receiving Party can demonstrate was independently developed by personnel of the receiving Party without reference to the Confidential Information. In addition, the receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the receiving Party promptly notifies the disclosing Party in writing of such required disclosure, cooperates with the disclosing Party at the disclosing Party's cost if the disclosing Party seeks an appropriate protective order, and the receiving Party discloses no more information that is legally required. If a Party discloses or uses (or threatens to disclose or use) Confidential Information in a manner not permitted by this Agreement, the Party whose Confidential Information is or may be disclosed or used will have the right, in addition to any other remedies under this Agreement, to seek injunctive relief to enjoin such acts, without the requirement of posting a bond, it being specifically acknowledged by the Parties that other available legal remedies are inadequate.

5.9.4 Public Records Disclosure

Materials provided under this Agreement may be subject to the California Public Records Act (California Government Code Sections 7920.000 et seq.) ("CPRA"). Contractor should identify as "Confidential," or "Secret," or both, all submitted materials that Contractor determines are exempt from disclosure under the Public Records Act by virtue of their confidential or trade secret nature. However, submissions may be determined to be subject to disclosure, even if Contractor claims confidential treatment. City will use its best efforts to provide Contractor with time to respond to any request for records, including suggestions for redaction, that Contractor believes exempt under the Public Records Act. City will provide prompt notice to Contractor of any (1) communication to City challenging City's refusal to disclose Contractor's Confidential Information, and (2) any complaint or petition to the court challenging City's refusal to disclose Contractor's Confidential Information. Further should Contractor choose to intervene in any court action relating to City's refusal to disclose Contractor information, City shall not oppose Contractor's motion to intervene. City will cooperate with any challenge by Contractor to such Public Records Act request, including by providing Contractor with copies of the request and any related correspondence (if permitted), and City will disclose only the minimum amount of Confidential Information specifically required by the Public Records Act request or legal obligation and will in all cases comply with the requirements of this Section. Contractor shall be discharged of its obligations to City under this provision and under its indemnity obligations under subsection (b) in Section 11.1.4 (CPRA Related Indemnification) in any circumstance

where Contractor provides written confirmation to City that (i) all of the requested records at issue are not Confidential Information, and (ii) City may release said records to the requester.

5.10 Compliance with Privacy Laws

Contractor is responsible for ensuring that Contractor's performance of its obligations and exercise of its rights under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, as amended from time to time. Contractor shall process City Data only as permitted under this Agreement and in accordance with any applicable written instructions by City except to the extent such instructions conflict with this Agreement.

If this Agreement or any practices which could be, or are, employed in performance of this Agreement become inconsistent with or fail to satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to show such compliance. Pending execution of any such amendment, Contractor shall promptly take commercially reasonable steps to ensure its ongoing compliance with applicable law.

City acknowledges and agrees that Contractor is not responsible for giving any notices to or obtaining any consents from any other party in order for Contractor to process City Data as contemplated by this Agreement, provided however that Contractor remains responsible for any notices, consents, or other obligations that applicable law requires Contractor to provide or obtain, or that arise from Contractor's processing of City Data in a manner not expressly authorized by this Agreement.

5.11 Opt-In Data Disclosures

From time-to-time Contractor may make available features or integrations that permit City to make certain data, which may include personally identifiable information, available to other Contractor customers or to third parties. City will appoint and always maintain a minimum of two Authorized Users authorized to instruct Contractor regarding City's data disclosure preferences ("**Designated Data Representative**"). City will appoint and remove Designated Data Representatives in accordance with procedures provided by Contractor to City from time to time. Contractor is not required to restrict its acceptance of data sharing instructions from City to instructions submitted by Designated Data Representative. If a Designated Data Representative opts in to the use of such features or integrations, City authorizes and directs Contractor to make City's data available as explained during the opt-in process and in accordance with the then-current Data Sharing Addendum agreed between City and Contractor. Notwithstanding the foregoing, unless changed by City or its Designated Data Representative in accordance with this section, City authorizes and directs Contractor to share Automatic Vehicle Location ("**AVL**") data with other Contractor customers. City agrees that Contractor will have no liability to City related to data disclosed to other Contractor customers or third parties in connection with such features or integrations. Designated Data Representatives may withdraw City's consent at any time by modifying its data sharing settings in the relevant Systems interface. City may also revoke consent by providing written notice to Contractor at the address for notice listed above, or via an email message sent to support@tabletcommand.com. Contractor will use commercially reasonable means to make effective (i) changes to data sharing settings in the relevant Systems' interface no later than twenty-

four (24) hours after submission by the Designated Data Representative, and (ii) data sharing consent revocation by mail or email no later than three (3) business days after receipt by Contractor.

5.12 Subcontractors

City gives consent to Contractor's use of subcontractors to process personal information on City's behalf so long as Contractor's obligations under this Section 5.0 are satisfied, and City waives any right it may have under applicable privacy and data security laws to receive notice of Contractor's appointment or removal of any subcontractor.

6.0 SECTION 6: INTELLECTUAL PROPERTY

6.1 Intellectual Property

All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world ("**IPR**") in and to the System and all derivative works, modifications and improvements to the same by whomsoever made, are retained by Contractor or its licensors and are Contractor's Confidential Information ("**Contractor Property**"). City and Authorized Users will not remove, modify or obscure any IPR notices on the System. City and Authorized Users do not acquire title to Contractor Property whether by implication, estoppel or otherwise, except for the limited license granted hereunder. If City or any Authorized User provides any feedback to Contractor related to Contractor Property including, without limitation, any flaws, errors, bugs or other problems they find in the System and any suggested improvements or modifications of the System (collectively, "**Feedback**"), Contractor may use such Feedback to support, maintain, develop, improve, and enhance Contractor Property and related products and services, without restriction or obligation to City or any Authorized User; provided that Contractor will not identify City or any Authorized User as the source of such Feedback in any public-facing manner without City's prior written consent. Feedback will not be deemed City's Confidential Information, except for City Data included in the Feedback.

7.0 SECTION 7: REPRESENTATIONS AND WARRANTIES; DISCLAIMERS AND LIMITATION OF LIABILITY

7.1 Restricted Rights

For purposes of FARs, DFARs and access by governmental authorities, the System is "commercial computer software", "commercial computer software Documentation" and "restricted data" provided to City under "Limited Rights" and "Restricted Rights" and only as commercial end items.

7.2 Authority to Contract and No Pending Litigation

Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7.3 Intellectual Property Warranty

Contractor represents and warrants that to Contractor's knowledge: (i) Contractor's performance under this Agreement does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity or proprietary information; and (ii) Contractor is the owner of the intellectual property rights for the services provided pursuant to this Agreement and of each and every component thereof, or has a valid license for the services provided, as described in Subsection 7.4.1.

7.4 Third Party Software

In the event Contractor provides any third-party software, including Open Source Software ("**Third-Party Software**"), to City in connection with this Agreement:

7.4.1 Contractor has and shall maintain the right to license and provide access to any Third-Party Software licensed to City, or otherwise provided to City under this Agreement;

7.4.2 To Contractor's knowledge, the Third-Party Software (excluding Open Source Software) does not, and the use of the Third-Party Software (excluding Open Source Software) by City as contemplated by this Agreement shall not, infringe any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity, and proprietary information, of any third party in any way;

7.4.3 City is not obligated to pay any third party any fees, royalties, or other payments for City's use of any Third-Party Software in accordance with the terms of this Agreement;

7.4.4 To the extent permitted by law or contract, Contractor shall pass through to City the warranties for the Third-Party Software; and

7.4.5 Contractor shall provide City license to access and use any Third-Party Software necessary for the functionality of the System at no additional cost, and inclusive of licensing for an unlimited number of users. Contractor shall ensure that any required third-party licenses are maintained within fully supported versions, and that any custom developed System software continues to function on any new versions of required Third-Party Software (e.g., server, desktop and mobile operating system, browser, database, application servers, etc.) as they become available.

7.4.6 Third-Party Software.

With regard to any Third-Party Software embedded in the System, all such software shall be considered, as appropriate, part of and included in the definition of "the System" and except for Open Source Software and except as otherwise provided in this Agreement, subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license and maintenance and support. For any Open-Source Software used in connection with the System, to the extent required by the licenses covering such Open-Source Software, the terms of such licenses will apply to such Open-Source software in lieu of this Agreement. To the extent the licenses applicable to Open-Source Software: (i) prohibit any restriction with respect to such Open-Source Software, such restriction will not apply to such Open-Source Software; and (ii) require Contractor to make an offer to provide source code or related information in connection with the Open-Source Software, such offer is hereby made.

7.5 Workmanlike Performance

All professional services shall be performed in a professional and workmanlike manner, according to at least prevalent industry standards, and performed by competent personnel.

7.6 Disabling Code Warranty

No software or services to which City is provided access and use hereunder contains any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or City's hardware or software) or any program routine, device or other undisclosed feature, including, but not limited to, a time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or City's hardware or software.

7.7 Virus/Malicious Software Warranty

Contractor has used commercially reasonable efforts to scan for viruses within the System.

7.8 Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN SECTION 7.0 AND THE INDEMNITY PROVIDED IN SECTION 11.1.4 (INDEMNIFICATION), THE SYSTEM AND ALL SERVICES PROVIDED BY CONTRACTOR UNDER THIS AGREEMENT ARE PROVIDED "AS-IS" WITH NO WARRANTIES, REPRESENTATIONS, OR INDEMNITIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES INCLUDING MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE SYSTEM WILL MEET CITY'S REQUIREMENTS, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE. THE SYSTEM IS SOLELY DESIGNED TO ASSIST WITH NOTIFICATION, RESPONSE, INCIDENT MANAGEMENT, AND THE DOCUMENTATION AND TRACKING OF RESOURCES AND IS NOT A SUBSTITUTE FOR THE RESPONSIBILITIES OF CITY OR ANY OTHER RESPONSIBILITIES OR TRAINING OF CITY'S INCIDENT COMMANDER(S), PERSONNEL AND OTHER RESPONDERS AND AUTHORIZED USERS IN RESPONSE TO INCIDENTS. CONTRACTOR IS NOT RESPONSIBLE FOR CITY'S OR ANY AUTHORIZED USER'S USE OF THE SERVICES OR THE DECISIONS AND INCIDENT MANAGEMENT OF CITY OR ANY OF ITS AUTHORIZED USERS. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DAMAGES INCURRED BY CITY, ANY AUTHORIZED USER OR ANY THIRD PARTY CAUSED BY THE IMPROPER USE OF THE SYSTEM OR USE OF THE SYSTEM NOT IN ACCORDANCE WITH THIS AGREEMENT. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DAMAGES INCURRED BY ANY THIRD PARTY CAUSED BY CITY'S USE OF THE SERVICES. THE SYSTEM IS SUBJECT TO WIFI UNAVAILABILITY, INCLUDING EMERGENCIES, THIRD PARTY SERVICE FAILURES, TRANSMISSION, EQUIPMENT OR NETWORK PROBLEMS OR LIMITATIONS, INTERFERENCE, SIGNAL STRENGTH, AND MAINTENANCE AND REPAIR.

CONTRACTOR IS NOT LIABLE FOR ANY ISSUES ARISING FROM THIRD-PARTY SOFTWARE, THIRD-PARTY MATERIALS (INCLUDING, WITHOUT LIMITATION, THIRD-PARTY DATA) OR THIRD-PARTY INTEGRATIONS OR SERVICES USED IN

CONJUNCTION WITH THE SYSTEM AND CONTRACTOR DOES NOT WARRANT OR ASSUME ANY RESPONSIBILITY FOR THE AVAILABILITY, ACCURACY, COMPLETENESS, SECURITY, OR FUNCTIONALITY OF ANY THIRD-PARTY SOFTWARE OR THIRD-PARTY MATERIALS (INCLUDING, WITHOUT LIMITATION, THIRD-PARTY DATA).

7.9 Liability Limitation

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL CONTRACTOR BE LIABLE TO CITY WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, CONTRACTOR'S INDEMNITY OBLIGATIONS), UNDER ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY, FOR: (A) ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, EXTRAORDINARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS; OR (B) ANY OTHER DAMAGES THAT IN THE AGGREGATE EXCEED SIX MILLION DOLLARS (\$6,000,000). THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW REGARDLESS OF WHETHER CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.

(b) Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to Contractor. The disclaimers of warranty and limitations of liability apply, without limitation, to any damages or injury caused by the failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of or use of any asset, whether arising out of breach of contract, tortious behavior, negligence or any other course of action by Contractor. Any claim or cause of action arising out of or related to use of the System or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The fees charged for the System by Contractor reflect the allocation of risk set forth in this Agreement and Contractor would not enter into this Agreement without these limitations on its liability.

(c) Nothing in this Agreement limits or waives any immunity, defense, or limitation available to CITY under law, including the Government Claims Act (Gov. Code § 810 et seq.), and any provision purporting to do so is void under Civil Code § 1668 to the extent it would exempt a party from responsibility for its own fraud, willful injury, or violation of law.

8.0 SECTION 8: BUSINESS ASSOCIATE AGREEMENT

The LAFD is a Covered Healthcare Entity within City organization, and in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and to ensure the

security of documents containing Protected Health Information (“PHI”), Contractor by entering into this Agreement with the LAFD agrees to abide by the Business Associate Agreement (“BAA”), City Contract Number C-200939, dated April 2, 2025, attached hereto and incorporated herein as Exhibit B as amended by the Parties in the Evaluation Agreement.

This Agreement amends the BAA by deleting the definition of “Contract” in the BAA and replacing it with the following:

“Contract means Los Angeles City Contract Number _____ by and between City of Los Angeles (“City”) and Tablet Command, Inc., which includes performing the activities related to the use of the Business Associate’s software-as-a-service platform to enhance the LAFD’s fire and medical emergency response operations.”

9.0 SECTION 9: MISCELLANEOUS

9.1 Waiver; Severability

Nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by a Party of any cause of action that a Party may have against the other Party. Each Party reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against the other Party in relation to this Agreement and other transactions between the Parties. If any court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.2 Audit Rights

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16 (Retention of Records, Audit and Reports) of Exhibit A, upon at least thirty (30) days advance written notice and no more than once per twelve (12) month period, Contractor shall provide City, or City’s duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to this Agreement. City’s audit right in Section PSC-16 (Retention of Records, Audit and Reports) of Exhibit A may also only be exercised by City upon at least thirty (30) days advance written notice and no more than once per twelve-month period. All records audited by City will be Contractor’s Confidential Information under this Agreement, and notwithstanding Section PSC-16 (Retention of Records, Audit and Reports) of Exhibit A, Contractor’s subcontracts will not be required to include identical audit rights.

9.3 Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection shall be replaced by Contractor without delay.

9.4 Publicity/Case Studies

Contractor shall refer all inquiries from the news media regarding this Agreement to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication. In no event may Contractor use any City marks in conjunction with a reference or case study.

10.0 SECTION 10: NON-EXCLUSIVE AGREEMENT

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to City and the LAFD and that City or the LAFD reserve the right to enter into an agreement with other contractors to provide similar services during the term of this Agreement.

11.0 SECTION 11: CITY CONTRACTING REQUIREMENTS

11.1 Standard Provisions

Contractor shall comply with Exhibit A incorporated by reference as though fully set forth except for the following provisions of Exhibit A, which are hereby deleted entirely and the subject matter of which are otherwise addressed in this Agreement: Section PSC-3 (Time of Effectiveness); PSC-8 (Suspension); PSC-9 (Termination); PSC-10 (Independent Contractor); PSC-11 (Contractor's Personnel); PSC-12 (Assignment and Delegation); PSC-18 (Indemnification); PSC-19 (Intellectual Property Indemnification); PSC-20 (Intellectual Property Warranty); PSC-21 (Ownership and License); PSC-22 (Data Protection); PSC-24 (Best Terms); and PSC-43 (Confidentiality).

11.1.1 Section PSC-6 (Excusable Delays) of Exhibit A

The definition of Subcontractors in Section PSC-6 (Excusable Delays) of Exhibit A is deleted in its entirety and replaced with the following: As used in this Exhibit A, except for Section PSC-6 (Excusable Delays), the term "**Subcontractor**" or "**subcontractor**" means an entity that is engaged by Contractor solely to perform work under this Agreement and who is not a General Service Provider. "**General Service Provider**" means an entity that assists Contractor with providing services to all its customers, including, Contractor's cloud service providers, third party licensors of software, data, tools, or services not specifically related to the provision of the System such as ticket management system providers, phone system providers, etc.

11.1.2 Contractor's Personnel

Unless otherwise approved by City, Contractor shall use its own employees to perform the services described in this Agreement. City has the right to review and approve any personnel who are assigned to work on City's premises under this Agreement. Contractor shall remove personnel who are assigned to work on City's premises from performing work under this Agreement if requested to do so by City.

If Contractor uses subcontractors to assist in its performance under this Agreement, Contractor

shall remain responsible for performing all aspects of this Agreement and paying all such subcontractors. City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity of contract between City and any Contractor subcontractor.

11.1.3 Assignment and Delegation

Unless it has first obtained the written permission of the City, Contractor shall not:

- Assign or otherwise alienate any of its rights under this Agreement, including the right to payment; or
- Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

Notwithstanding the foregoing, Contractor may assign this Agreement in connection with the acquisition by a person or group of a majority of the outstanding voting securities of Contractor, the sale of all or substantially all of Contractor's assets, or the merger, consolidation, liquidation, reorganization, amalgamation, other corporate or similar transaction or series of related transactions in which the owners of all the outstanding voting securities of Contractor prior to such transaction do not own a majority of the voting securities of the resulting, surviving or ultimate parent after such transaction ("**Change of Control Event**"). If Contractor assigns this Agreement for a Change of Control Event, City may request from the assignee information to demonstrate that the assignee has the necessary resources and expertise to fulfill its obligations under this Agreement. City may terminate this Agreement for convenience in accordance with Section 2.3.1 if the assignee fails to provide such information. If the assignee cannot provide adequate assurance of its ability to fulfill its obligations under this Agreement, City may terminate this Agreement for convenience in accordance with Section 2.3.1. Any attempted assignment, delegation, or transfer in violation of the foregoing will be void and of no force or effect. Notwithstanding the foregoing, the rights and liabilities of the Parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators.

11.1.4 Indemnification

(a) General Indemnification

Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest ("**City Indemnified Parties**") from and against all lawsuits, causes of action, and claims ("**Actions**"), losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever ("**Losses**"), for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will

survive expiration or termination of this Agreement.

(b) CPRA Related Indemnification

Pursuant to the limitations of Section 7.9, Contractor shall defend, indemnify and hold harmless the City and any of its boards, officers, agents, and employees from and against all Actions brought against the City and resulting Losses for the City's refusal to disclose Contractor's Confidential information to any person making a request pursuant to the CPRA, where City has notified Contractor of the request and Contractor has instructed City not to disclose the information. Contractor shall be discharged of its obligations to the City under this Section 11.1.4(b) in any circumstance where Contractor provides written confirmation to the City that (i) all of the requested records at issue are not Confidential Information; and (ii) the City may release said records to the requester. Contractor's indemnity obligations under this Section are contingent on City providing Contractor prompt written notice of any (A) communication to the City challenging the City's refusal to disclose Contractor's Confidential Information, and (B) any complaint or petition to the court challenging the City's refusal to disclose Contractor's Confidential Information. Further, should Contractor choose to intervene in any court action relating to the City's refusal to disclose Contractor information, the City shall not oppose Contractor's motion to intervene.

(c) Intellectual Property Indemnification

Contractor shall defend, indemnify, and hold harmless City Indemnified Parties at Contractor's own expense, against all Actions and Losses against City Indemnified Parties that allege that the System as provided by Contractor to City infringes any U.S. copyright or misappropriates any trade secret. Notwithstanding the foregoing, Contractor will have no obligation under this Section or otherwise for any allegation or claims directly or indirectly related to (i) a City Indemnified Party's use of the System in breach of this Agreement or not otherwise in accordance with this Agreement, (ii) a City Indemnified Party's use of the System in combination with other products or services not explicitly approved by Contractor, (iii) a City Indemnified Party's modification of the System without the explicit consent of Contractor, (iv) a City Indemnified Party's continued use of the System after City's receipt of written notice from Contractor to cease such use; or (v) Third-Party Software or Open-Source Software. If any component of the System becomes, or (in Contractor's opinion) is likely to become, the subject of any third party claim for infringement, misappropriation or violation of the third party's United States Intellectual Property Rights, then Contractor may (in its sole discretion and at its expense): (A) obtain for City the right to continue using the System; (B) replace or modify the System so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by City; or, (C) if Contractor is unable or determines that it is unreasonable to do either of the aforementioned, Contractor may terminate this Agreement and reimburse to City the unused portion of the fees City paid for the System.

(d) Indemnification Procedure

If City receives notice of the commencement or assertion of any Action or potential Action for which Contractor may be required to indemnify City hereunder, it shall promptly notify

Contractor in writing setting forth the particulars of such Action. Upon Contractor's receipt of a written notice of the commencement or assertion of any Action for which Contractor may be required to indemnify City hereunder, Contractor shall assume the defense thereof, at Contractor's sole cost and expense, including the retaining of counsel reasonably satisfactory to City. Contractor will have sole control of the defense of any Action and any related settlement negotiations. City will cooperate with and at Contractor's reasonable request and expense, assist in such defense. After notice from Contractor to City of its assumption of the defense, Contractor shall not be liable to City under this Agreement for any expenses subsequently incurred by City in connection with the defense thereof, except to the extent City incurs reasonable costs at the request of Contractor in cooperation with Contractor's defense. City shall have the right to retain separate counsel in any such action and to participate in the defense thereof but shall bear the fees and expenses of such counsel unless Contractor shall have specifically authorized the retaining of such counsel. Contractor shall not enter into any settlement or compromise in connection with a loss for which Contractor is required to indemnify City without City's prior written consent, which consent will not be unreasonably withheld or delayed. No City Indemnified Party may settle any Action for which it seeks indemnification from Contractor, without Contractor's prior written consent, such consent not to be unreasonably withheld or delayed and provided that any settlement meets the limitations of Section 7.9. Notwithstanding this Section 11.1.4(d), Los Angeles City Charter Sections 272 and 273 govern for purposes of the defense or settlement, or both, of claims against the City and take precedence over any language in this Section 11.1.4(d) to the contrary.

(e) THIS SECTION 11.1.4 STATES CONTRACTOR'S ENTIRE LIABILITY AND CITY'S SOLE AND EXCLUSIVE REMEDY FOR INDEMNITY CLAIMS OR ACTIONS.

11.1.5 Best Terms

Contractor represents that the prices charged to City under this Agreement do not exceed Contractor's existing prices to its other existing government customers for the same or substantially similar services, for comparable licenses purchased, and under similar terms and conditions.

11.1.6 Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting Ordinance." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

11.1.7 Independent Contractors

The Parties are independent contractors, and nothing in this Agreement will be construed to create a joint venture or partnership or otherwise give rise to fiduciary obligations between the Parties. Neither Party has the right or authority to assume or create any obligation or to make any representation, warranties, or commitments on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

12.0 SECTION 12: ORDER OF PRECEDENCE

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference constitutes the complete and entire Agreement between City and Contractor. In the event of any inconsistency between the body of this Agreement and the Exhibit, the order of precedence shall be as follows:

- 1) This Agreement between City of Los Angeles and Tablet Command, Inc.
- 2) Exhibit A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])
- 3) Exhibit C – System Description
- 4) Exhibit E – Fees
- 5) Exhibit B – Business Associate Agreement
- 6) Exhibit D – EULA

13.0 SECTION 13: ENTIRE AGREEMENT

This Agreement contains the full and complete Agreement between the Parties and supersedes all prior or contemporaneous agreements, written or oral, between Contractor and City and regarding the System (including, any prior versions of this Agreement). No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement. No shrink-wrap, click- wrap, privacy policy, or other terms and conditions or agreements (“**Additional Contractor Software Terms**”) provided with any products, services, documentation, or software provided hereunder shall be binding on City, even if use of the foregoing requires an affirmative “acceptance” of those Additional Contractor Software Terms before access is permitted. Except as otherwise noted in this Section, all such Additional Contractor Software Terms shall be of no force or effect on the City and shall be deemed rejected by City in their entirety. Any terms on any purchase order or similar document submitted by City to Contractor that purport to amend, alter, modify or add to this Agreement or to bind Contractor to different terms and conditions are hereby deemed to be offers to amend this Agreement that are rejected by Contractor, and such terms will have no force or effect.

14.0 SECTION 14: COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures. This Agreement includes thirty-three (33) pages and five (5) Exhibits.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

TABLET COMMAND, INC.,
A Delaware Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial or familial interest in this contract

By: _____
William Pigeon
President & CEO

By: _____
Jaime E. Moore
Fire Chief

Date: _____

Date: _____

By: _____
William Pigeon
CFO

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

Date: _____

By: _____
Samuel W. Petty
Deputy City Attorney

Date (the "Effective Date"): _____

ATTEST:
PATRICE Y. LATTIMORE, City Clerk

By: _____
Deputy City Clerk

Date: _____

*Approved signature methods for California Corporations:

A. Two signatures: One of the Chairman of the Board of Directors, President, or Vice President, and one of the Secretary, Chief Financial Officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.

Or

B. One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

City Agreement Number: _____

EXHIBIT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles CITY to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this Contract is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to **CONTRACTOR** unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by CITY may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.
- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Tablet Command, Inc.Date: 04/25/2025Agreement/Reference: Incident Response and Management Software

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000
☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured
\$1,000,000
☒ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

☐
☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

☒ **Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood

☐ Builder's Risk

☐ Earthquake

☐
☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: Submitted to Lauren Nakasuji @ LAED, April 25, 2025

****Insurance certificates MUST be submitted on the City's KwikComply site: https://kwikcomply.org/**

****For the Professional Liability Insurance, the stated requirement should be in the form of a Cyber Liability/Errors & Omissions policy**

****No imposed automobile insurance-- contractor must comply with California automobile liability laws.**

EXHIBIT B

Business Associate Agreement

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
TABLET COMMAND, INC.**

This **Business Associate Agreement** (the "Agreement"), is made as of the 2nd day of April, 2025, (the "Effective Date"), by and between Tablet Command, Inc., on behalf of itself and its subsidiaries and affiliates (the "Business Associate") and the City of Los Angeles ("City"), by and through its Fire Department ("LAFD") (the "Covered Entity") (collectively the "Parties") to comply with the privacy and security standards required under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), adopted by the U.S. Department of Health and Human Services and as amended January 25, 2013, [45 C.F.R. Parts 160, 162 and 164; Volume 78 Fed. Reg. No. 17, Pages 5566 through 5702, January 23, 2013] and, in order to satisfy the electronic storage requirements of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (hereinafter referred to as "HITECH"), (collectively HIPAA, HITECH and implementing regulations as amended hereinafter referred to as "HIPAA Rules") and any applicable state confidentiality laws.

RECITALS

WHEREAS, the Business Associate will provide its software-as-a-service to the LAFD in order to assess the software's feasibility and effectiveness in enhancing emergency response operations by integrating real-time fire and medical response data from the LAFD's Computer-Aided Dispatch ("CAD") system into its platform;

WHEREAS, the Covered Entity and Business Associate will be entering into a Contract under which the Covered Entity will need to disclose to Business Associate certain "Protected Health Information" ("PHI" as defined below) that is subject to protection under HIPAA and HITECH;

WHEREAS, HIPAA requires that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. DEFINITIONS

Terms used in this Agreement, but not otherwise defined, shall have the meaning ascribed by the Final HIPAA Regulations and the HITECH Act, as amended as of January 23, 2013.

BUSINESS ASSOCIATE AGREEMENT

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1. **Breach** means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under subpart E of 45 C.F.R. Part 164, subject to exceptions and exclusions in 45 C.F.R. §164.402.
2. **Business Associate** ("BA") shall have the meaning ascribed in 45 C.F.R. §160.103 and refers to Tablet Command, Inc. for purposes of this Agreement.
3. **Contract** means Los Angeles City Contract Number _____ by and between the City of Los Angeles ("City") and Tablet Command, Inc., which includes performing the activities related to the evaluation of the Business Associate's software-as-a-service platform in order to assess its feasibility and effectiveness in enhancing the LAFD's fire and medical emergency response operations.
4. **Covered Entity** ("CE") means the Los Angeles Fire Department ("LAFD"), a Health Care Component of the City of Los Angeles, a Hybrid Entity.
5. **Designated Record Set** means a group of records maintained by or for a Covered Entity that are: (i) medical records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record system maintained by or for a health plan; and/or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a Covered Entity.
6. **Health Care Component** ("HCC") means those portions of the Hybrid Entity that perform HIPAA-related activities. The LAFD became a HCC by the Los Angeles City Council action which adopted the recommendation of the Personnel Committee meeting on July 30, 2010 [Council File No. 10-1181] or as modified [Council File No. R3-0240; August 16, 2013].
7. **HITECH Act** ("HITECH") means the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act, and any amendments, regulations, rules and guidance issued thereto and the relevant dates for compliance.
8. **HIPAA Final Regulations** means 45 C.F.R. Parts 160, 162 and 164 as amended on January 23, 2013 and effective on March 23, 2013 but only to the extent it applies to a Covered Entity, Hybrid Entity and/or Business Associate.
9. **Hybrid Entity** ("HE") means, for purposes of this Agreement, the City of Los Angeles, a single legal legal municipal entity that is (i) a Covered

BUSINESS ASSOCIATE AGREEMENT

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Entity; (ii) whose business activities include both covered and non-covered HIPAA functions; and (iii) that has designated its LAFD, along with other portions of the City of Los Angeles, as a HCC pursuant to 45 C.F.R. §160.103.

10. **Individual** means the person who is the subject of the Protected Health Information as defined in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §160.502(g).
11. **Protected Health Information** ("PHI") means the Individually Identifiable Health Information ("IIHI") described in 45 C.F.R. §160.103 that is transmitted electronically, maintained electronically, or transmitted or maintained in any other form or medium.
12. **Required by Law** means the mandate contained in law that compels a use or disclosure of PHI under 45 C.F.R. § 164.512(a) (1) and (2).
13. **Secretary** means the Secretary of the Department of Health and Human Services or their designee under 45 C.F.R. §160.103.
14. **Security Incident**: any use or disclosure of information not provided for by this "Agreement" of which the BA becomes aware, including breaches of unsecured protected health information as defined by 45 C.F.R. §164.402.
15. **Subcontractor** means a person or entity that, creates, receives, maintains or transmits protected health information on behalf of the business associate. (45 C.F.R. §160.103(3)(iii))

B. DISCLOSURE OF PHI TO BUSINESS ASSOCIATE

In connection with the services provided by BA to or on behalf of CE, described in this Agreement, CE may disclose PHI to BA for the purpose of facilitating the evaluation, implementation, and operational support of the BA's software to enhance the LAFD's fire and medical emergency response operations. The disclosure of PHI to BA is necessary to ensure accurate data processing, system functionality, and compliance with applicable security and privacy regulations throughout the evaluation and operational phases.

BA shall comply with its obligations under this Agreement and with all obligations of a BA under HIPAA, HITECH, and other related laws and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place. Specifically, the BA will comply with all the obligations and assume the liability for failure to do so as provided for in the Final Rules reflected in the Federal Register, Vol. 78, No. 17, commencing at Page 5677,

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dated January 25, 2013 which implements among other things Section 13401 of HITECH.

C. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity. [45 C.F.R. §164.504(e)(2)(i)]
5. Covered Entity shall make a determination as to whether a use or disclosure of Protected Health Information by Business Associate is a breach within the meaning of 45 C.F.R. §164.402 necessitating notification under 45 C.F.R. §164.404, 164.406 and 164.408.

D. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to comply with applicable federal and state privacy and security laws, specifically the provisions of the HIPAA Administrative Simplification to the extent applicable to business associates.

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law, except as necessary to conduct the practices of the LAFD as described in this Agreement and the Contract to or on behalf of the Covered Entity. These activities include a review of selected records and may include the transmitting or receiving of PHI, as may be required from time to time, to other business associates or covered entities on behalf of Covered Entity. Business Associate shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity.

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Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) Provide information to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Final Rules and this Agreement;
 - (b) Obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (i) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (ii) the person or entity will notify Business Associates of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) Notification to Covered Entity. Agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules within 72 hours of discovery of the improper use or disclosure. The determination as to whether a use or disclosure for a purpose not provided for by this Agreement is a Breach within the meaning of 45 C.F.R. §164.402 shall be determined by the Covered Entity using the criteria determined in 45 C.F.R. §164.402 (2)(i)-(iv) after Business Associate notifies Covered Entity of the use or disclosure of the Protected Health Information.
 - (d) Breach Notification. Business Associate agrees to follow 45 C.F.R. §164.410 after first notifying Covered Entity of the use or disclosure not provided by this Agreement and Covered Entity makes a determination that a breach has occurred pursuant to paragraph C(5) of this Agreement.
 - (e) For purposes of the Breach Notification provision in 45 C.F.R. §164.410, Business Associate in this Agreement is not the agent of Covered Entity.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is not permitted to use and disclose PHI for data aggregation purposes.
 - 3. De-identified Information. Business Associate may use and disclose de-identified health information if (i) the use is disclosed to Covered Entity in writing and permitted in writing by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 C.F.R. §164.502(d), and the de-identified health information meets the standard

and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b).

4. Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI ("ePHI") it creates, receives, maintains, or transmits on behalf of Covered Entity.
5. Minimum Necessary. Business Associate shall attempt to ensure that all uses and disclosures of PHI which pertain to the billing or operations of the Covered Entity are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as applied to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will, in the event any Individual delivers directly to Business Associate a request for access to PHI, in order for Covered Entity to respond to such Individual, forward such request to Covered Entity in order to meet the requirements of 45 C.F.R. §164.524(a)(1). Under the HIPAA Final Rules, Covered Entity is required to take action on such requests as soon as possible, but not later than 30

days following receipt of the request. [45 C.F.R. §164.524(b)(2).] Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the HIPAA Administrative Simplification.

(b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make the Designated Record Set available to Covered Entity for amendments to PHI pursuant to 45 C.F.R. §164.526.

(c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the HIPAA Final Rules, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the **six (6)** years prior to the request (not including disclosures prior to the compliance date of the HIPAA Administrative Simplification and shall be provided for as long as Business Associate maintains the PHI).

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

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9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice of Privacy Practices; provided, however, that the amended Notice of Privacy Practices shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice of Privacy Practices.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Administrative Simplification expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Security Incident. Business Associate agrees to immediately report to the Covered Entity any security incident of which Business Associate becomes aware within 72 hours of discovery of the security incident.

E. TERM AND TERMINATION

1. Term. The Term of this Agreement shall be effective as of the Effective Date of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (b) Immediately terminate this Agreement and the Contract if

Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

3. Effect of Termination.

(a) Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information and shall confirm, in writing, to the Covered Entity that all Protected Health Information has been returned to the Covered Entity or destroyed and the method of destruction.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon discovering that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(c) In the event that Business Associate goes bankrupt or otherwise stops operating, Business Associate shall return or destroy all Protected Health Information received from Covered Entity.

F. LIABILITY

1. Indemnification

(a) To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business

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Associate's or its agents' and/or subcontractor's duties under this Agreement. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

(b) Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action described in F(1)(a) above, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

(c) These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach, and bear any such related costs.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E. 3 (Effect of Termination) of this Agreement shall survive the termination of this Agreement.
5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representatives as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity (for Breach Notification):

Drew Steinberg (Public Safety Risk Manager/HIPAA Privacy Officer)
Los Angeles Fire Department
Risk Management Section
201 N. Figueroa St., Rm. 1250
Los Angeles, CA 90012
(213) 202-9880

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If to Covered Entity LAFD (For all other Matters)

Ronnie R. Villanueva, Fire Chief
Los Angeles Fire Department
200 N. Main St., Room 1800
Los Angeles, California 90012
(213) 978-3800

And:

Emilio Rodriguez, Fire Administrator
Los Angeles Fire Department
200 N. Main St., Room 1630
Los Angeles, California 90012
(213) 978-3731
(213) 978-3414 Fax

If to Business Associate:

William Pigeon, Co-Founder & CEO
Tablet Command, Inc.
1212 Broadway Plaza, Suite 2100
Walnut Creek, CA 94596
(877) 998-2639

G. MISCELLANEOUS

1. The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.
2. The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.
3. This BAA shall be interpreted in the following manner:
 - (a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
 - (b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments as interpreted by the United States Department of Health and Human Services ("HHS"), a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

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- (c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.
4. This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the underlying Contract imposes more stringent requirements related to the use and protection of the PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or a part thereof, is found to be invalid, the remaining provisions shall remain in effect.
 5. This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.
 6. This BAA may be executed in two or more counterparts, each of which shall be deemed an original.
 7. Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of the State of California, the same internal laws as that of the underlying Contract.
 8. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity and Business Associate to comply with the requirements of the HIPAA Rules.
 9. Choice of Law. Unless preempted by HIPAA Rules, this Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of California, without regard to applicable conflict of laws principles.
 10. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any City department or office

BUSINESS ASSOCIATE AGREEMENT

Page 13 of 15

in a manner consistent with the HIPAA Rules. Assignments made in violation of this provision are null and void.

11. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
12. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
13. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
14. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
15. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
16. Headings. The descriptive headings of the articles, sections, subsections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
17. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA rules

BUSINESS ASSOCIATE AGREEMENT

Page 14 of 15

and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

18. Any inconsistency between this BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of HHS, the court, or the regulatory agency. Any provisions of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.
19. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

[SIGNATURE PAGE ON NEXT PAGE]

BUSINESS ASSOCIATE AGREEMENT
Page 15 of 15

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

For: THE CITY OF LOS ANGELES, A Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

Date: 3/25/25

By: 
Ronnie R. Villanueva
Fire Chief
Los Angeles Fire Department

For: TABLET COMMAND, INC., A Delaware Corporation

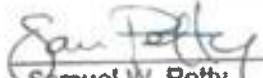
Date: March 13, 2025

By: 
William Pigeon
President & CEO

Date: MARCH 13, 2025

By: 
Andrew T. Bozzo
Secretary

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: 
Samuel W. Petty
Deputy City Attorney

Date: 3/27/2025

ATTESTED:
PETTY F. SANTOS, Interim City Clerk

By: 
Michael Valdivia (Apr 2, 2025 16:40 PDT)
Deputy City Clerk

Date: Apr 2, 2025

Agreement No.: C-200939

NOTE: If Contractor is a California corporation, approved signature methods are:

A. Two signatures: One of the Chairman of the Board of Directors, President, or Vice President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.

Or

B. One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.



Exhibit C

System Description

The System is designed to support early incident notification, enhanced situational awareness, incident management tools, and the coordination of resources and personnel during emergency incidents.

The System includes the following features:

- Mobile and web-based applications that provide real-time incident creation, interactive command tools, and a map-based interface for managing personnel, resources, and incident structure;
- Integration with supported Computer-Aided Dispatch (CAD) and Automatic Vehicle Location (AVL) systems, enabling automatic incident ingestion, unit status tracking, and location updates
- The System will integrate with the LAFD CAD system to support bi-directional data exchange. Integration includes the following capabilities:
 - Status back to CAD, including complex statusing (multiple parameters) and transport distance
 - Notes back to CAD
 - Location back to CAD
 - Staffing back to CAD
 - Custom events
 - Acknowledgement Message
- Integration with a customer's Esri ArcGIS Online Organization account, allowing for the display and use of customer-managed GIS layers such as pre-incident plans, hydrants, hazards, evacuation zones, and other spatial data directly within Contractor's interface;
- Support for integration with customer-provided staffing and personnel management systems, enabling enhanced visibility of available personnel and improved accountability workflows;
- Multi-device synchronization across command staff and support personnel to facilitate collaborative incident management and shared situational awareness in the field and in command centers;
- Offline operational capability, enabling incident continuity and data entry in environments without connectivity, with automatic synchronization once connectivity is restored; and
- Integration with additional public safety and situational tools, which may include:
 - In-app audio streaming for tactical coordination.

Exhibit D
EULA

TABLET COMMAND, INC. END USER SOFTWARE LICENSE AGREEMENT

Last revised: June 5, 2025

ACCEPTANCE OF TERMS

PLEASE READ THIS END USER SOFTWARE LICENSE AGREEMENT ("TERMS ") BEFORE CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING OR USING TABLET COMMAND, INC'S ("TABLET COMMAND") MOBILE APPLICATION (THE "MOBILE APPLICATION") ACCOMPANYING THIS LICENSE. These Terms will govern any content, materials, or services accessible from or purchased within the Mobile Application and upgrades provided by Tablet Command that replace or supplement the original Mobile Application. BY CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING OR USING THE MOBILE APPLICATION, YOU ("YOU", "YOUR" OR "USER") ARE ENTERING INTO AND AGREEING TO BE BOUND BY THESE TERMS AND TABLET COMMAND'S PRIVACY POLICY (THE "PRIVACY POLICY") INCORPORATED HEREIN BY THIS REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS DO NOT CLICK THE "ACCEPT" BUTTON AND YOU MAY NOT USE THE MOBILE APPLICATION.

Tablet Command reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms periodically. Such modifications shall be effective immediately upon your access to the Mobile Application. Your continued use of the Mobile Application following the posting of changes to these Terms will mean that you accept those changes. Tablet Command reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Mobile Application (or any part thereof). Tablet Command shall not be liable to any user of the Mobile Application or other third party for any such modification, suspension, or discontinuance except as expressly provided herein. By using the Mobile Application, you warrant to Tablet Command that you will not use the Mobile Application, or any of the content obtained from the Mobile Application, for any purpose that is unlawful or prohibited by these Terms. If you violate any of these Terms, your permission to use the Mobile Application automatically terminates. You represent and warrant that you are of legal age in your jurisdiction to create binding contractual and financial obligations and to assume any liability that you may incur because of your use of the Mobile Application. If you are accepting these Terms on behalf of an entity, you represent and warrant that you have prior authority and approval by such entity to accept and agree to these Terms. If you are accepting these Terms or accessing the Mobile Application as an authorized user of a Tablet Command customer, your use will also be subject to the terms of the services agreement between Tablet Command and its customer and the services agreement will take precedence over these Terms in the event of a conflict.

LICENSE GRANT AND OWNERSHIP

Tablet Command grants you a revocable, non-exclusive, non-sublicensable, non-transferrable, non-assignable limited right to install and use the Mobile Application on a device owned or controlled by you (each a "Mobile Device"), and to access and use the Mobile Application on such Mobile Device for personal non-commercial use and strictly in accordance with the terms and conditions of these Terms and Apple's App Store and Google Play Store Terms and Conditions, the applicable provisions of which are incorporated herein by this reference. These Terms do not entitle you to receive from Tablet Command hard-copy documentation, support,

telephone assistance or enhancements or updates to the Mobile Application. You will not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Mobile Application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Mobile Application; (c) violate any applicable laws, rules or regulations in connection with your access or use of the Mobile Application; (d) remove, alter or obscure any proprietary notice (including, without limitation, any notice of copyright or trademark) of Tablet Command or its affiliates, partners, suppliers or the licensors of the Mobile Application or otherwise obscure or modify the manner in which the material is displayed by means of the Mobile Application; or (e) sell, resell, or offer for any commercial purposes, any portion of the Mobile Application, use of the Mobile Application, or access to the Mobile Application. You may not distribute or make the Mobile Application available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute, or sublicense the Mobile Application and, if you sell your Mobile Device to a third party, you must remove the Mobile Application from the Mobile Device before doing so. In addition, you grant Tablet Command the irrevocable, royalty-free, fully paid-up right to view, record and analyze your use of the Mobile Application, including but not limited to technical information about your mobile device, computer, your physical location, system and application software, and peripherals.

You acknowledge and agree that, as between You and Tablet Command, Tablet Command is the exclusive owner of all right, title, and interest in and to the Mobile Application (including, without limitation, all updates, corrections, modifications and new versions thereof) and all intellectual property rights related thereto or inherent therein (collectively, "Tablet Command Property"). You agree to treat Tablet Command Property as proprietary information of Tablet Command subject to the provisions in these Terms. You do not acquire title to the Tablet Command Property or any related intellectual property or other rights except for the limited license granted herein.

RESTRICTED USE OF MOBILE APPLICATION

Tablet Command owns and operates the Mobile Application. The Mobile Application is for the purpose of assisting users in managing their human resources and apparatus during an emergency (the "Purpose"). THE MOBILE APPLICATION ONLY A TOOL AND IS NOT A SUBSTITUTE FOR SOUND FIRE MANAGEMENT TECHNIQUES AND PRACTICES IN EMERGENCY SITUATIONS. IF YOU DO NOT AGREE WITH ANY STATEMENTS IN THIS SECTION 3, OR DO NOT INTEND TO ACT IN ACCORDANCE WITH OR ABIDE BY THE STATEMENTS IN THIS SECTION 3, THEN DO NOT CLICK THE "ACCEPT" BUTTON AND YOU MAY NOT USE THE MOBILE APPLICATION. TABLET COMMAND AND ITS OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, AND ASSIGNS SHALL NOT BE LIABLE OR RESPONSIBLE FOR YOUR USE OF THE MOBILE APPLICATION IN VIOLATION OF THE TERMS OF RESTRICTED USE DESCRIBED IN THIS SECTION 3.

You may not use or otherwise export or re-export the Mobile Application except as authorized by United States law and the laws of the jurisdiction in which the Mobile Application was obtained. In particular, but without limitation, the Mobile Application may not be exported or re-exported (a) into any U.S.-embargoed countries or that has been designated by the U.S. Government as a "terrorist supporting" country; or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Mobile Application, you represent and warrant that you

are not located in any such country or on any such list. You also agree that you will not use the Mobile Application for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

GENERAL PRACTICES REGARDING USE AND STORAGE

Tablet Command may establish general practices and limits concerning use of the Mobile Application. In addition, you will use the Mobile Application in compliance with all applicable international, state, federal and local laws and in accordance with these Terms. You may not access or use the Mobile Application for any purpose other than that for which Tablet Command makes it available. Without limiting any other remedies, Tablet Command may suspend or terminate your Mobile Application account if we suspect that you have engaged in unlawful or prohibited activity in connection with the Mobile Application. Tablet Command reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who, in Tablet Command sole discretion, violates this provision. You acknowledge and understand that certain portions of the Mobile Application may require and utilize phone service, data access or text messaging capability.

TERMINATION

Tablet Command may terminate a user's account in Tablet Command's absolute discretion and for any reason. Tablet Command is especially likely to terminate for reasons that include, but are not limited to, the following: (a) violation of these Terms; (b) use of the Mobile Application in a manner inconsistent with the Purpose; (c) a user's request for such termination; or (d) as required by law, regulation, court or governing agency order. Tablet Command may terminate any user's access to the Mobile Application without notice and, on such termination, Tablet Command may immediately deactivate or delete user's account and/or bar any further access to the Mobile Application. Tablet Command will not be liable to any user or other third party for any termination of that user's access or account hereunder. In addition, a user's request for termination will result in deactivation but not necessarily deletion of the account.

INDEMNITY; DISCLAIMER; LIMITATIONS OF LIABILITY

You will indemnify, defend and hold harmless Tablet Command, its affiliates, licensors and their respective officers, employees and agents, from all third-party claims, demands, damages, costs, and liabilities including reasonable attorneys' fees, due to or arising out of your willful misconduct, negligence, or violation of these Terms.

EACH USER'S USE OF THE MOBILE APPLICATION IS AT HIS OR HER SOLE RISK. THE MOBILE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TABLET COMMAND ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. TABLET COMMAND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY IMPLIED OBLIGATION TO INDEMNIFY FOR INFRINGEMENT. SPECIFICALLY, TABLET COMMAND MAKES NO WARRANTY THAT (i) THE MOBILE APPLICATION OR ANY SERVICE THEREON WILL MEET YOUR REQUIREMENTS AND (ii) ANY USER ACCESS WILL BE UNINTERRUPTED,

TIMELY, SECURE OR ERROR-FREE.

EXCLUDING ONLY DAMAGES ARISING OUT OF TABLET COMMAND'S WILLFUL MISCONDUCT, TABLET COMMAND, ITS AFFILIATES, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM ANY USER'S USE OR INABILITY TO USE THE MOBILE APPLICATION OR SERVICES THEREON (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING OUT OF OR IN CONNECTION WITH THE MOBILE APPLICATION, EVEN IF TABLET COMMAND HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE). IN NO EVENT SHALL TABLET COMMAND, ITS AFFILIATES', OR LICENSORS' TOTAL CUMULATIVE LIABILITY UNDER THESE TERMS EXCEED \$50.00. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING HEREIN SHALL BE DEEMED TO CREATE AN AGENCY, PARTNERSHIP, JOINT VENTURE, EMPLOYEE-EMPLOYER OR FRANCHISOR-FRANCHISEE RELATIONSHIP OF ANY KIND BETWEEN TABLET COMMAND AND ANY USER OR OTHER PERSON OR ENTITY NOR DO THESE TERMS EXTEND RIGHTS TO ANY THIRD PARTY. SCHEDULED AND PREVENTIVE MAINTENANCE AS WELL AS REQUIRED AND EMERGENCY MAINTENANCE WORK MAY TEMPORARILY INTERRUPT SERVICES OR ACCESS TO THE MOBILE APPLICATION. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY APPLY, WITHOUT LIMITATION, TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

GENERAL

The Terms constitute the entire agreement between you and Tablet Command and govern your use of the Mobile Application, superseding any prior or contemporaneous agreements between the parties. You may be subject to additional terms and conditions that may apply when you use affiliate services of Tablet Command, third party content, or third-party software and you agree that you will comply with such terms and conditions. The Terms and your use of the Mobile Application are governed by the laws of the State of California, without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Mobile Application or these Terms will be brought solely in the United States District Court for the Northern District of California or the Superior and Municipal Courts of the State of California, Santa Clara County, as appropriate and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. Notwithstanding the foregoing, Tablet Command will always have the right to commence proceedings in any other court of our choice with the appropriate jurisdiction for interim injunctive relief. To the extent allowed by applicable law, any claim or cause of action by you arising from or relating to your access or use of the Mobile Application must be brought within one year from the date on which such claim or action arose or accrued. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. No waiver of this Agreement will be binding upon either party unless made in a writing signed by both parties and

no failure or delay in enforcing any right will be deemed a waiver. Tablet Command reserves the right to share or transfer personally identifiable information and aggregate information to a third party should Tablet Command ever file for bankruptcy or in the event of a sale, merger or acquisition of Tablet Command, Inc. You may not assign or otherwise transfer these Terms or any right granted hereunder. A printed version of these Terms and of any notices given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You agree that any material breach of Sections 2 and 3 will result in irreparable harm to Tablet Command for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Tablet Command will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Tablet Command seeks such an injunction.

The Mobile Application and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

If you have any comments or questions regarding the Mobile Application, please direct them to: Tablet Command, Inc.

Tablet Command, Inc.

1212 Broadway Plaza, Suite 2100,

Walnut Creek, California, 94596

Attention: Chief Executive Officer

Email: support@tabletcommand.com

ADDITIONAL OBLIGATIONS SPECIFIC TO YOUR MOBILE DEVICE.

Without limitation, your use of the Mobile Application with any Apple® device, including iPhone®, iPod touch® and iPad™ mobile digital device, and any Android device is subject to the rules established by Apple Inc., including those terms set forth in the App Store Terms and Conditions located at <http://www.apple.com/legal/itunes/ww/>, the applicable provisions of which are incorporated herein by this reference, and any applicable terms by Google Inc. Google Inc. and Apple Inc. are herein collectively referred to as "Mobile Device Provider." In the event of any failure of the Mobile Application on your Apple Inc. device to conform to any applicable warranty, You may notify Apple Inc. and Apple Inc. will refund to you the purchase price for the Mobile Application, if any; and, to the maximum extent permitted by applicable law, the Mobile Device Provider will have no other warranty, maintenance, or support obligation whatsoever to you with respect to the Mobile Application. The Mobile Device Provider is not liable for any claims by you or any third party relating to the Mobile Application, or your possession or your use of the Mobile Application, including, but not limited to, (a) any product liability claims; (b)

any claim that the Mobile Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. iPhone, iPod touch and iPad are trademarks of Apple Inc. These Terms are solely between you and Tablet Command and not the Mobile Device Provider. However, Mobile Device Provider and its subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Mobile Device Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as third-party beneficiary hereto.

Exhibit E
Fees

Quote

Los Angeles Fire Department Foundation - Full Deployment Year 1

Los Angeles Fire Department Foundation Frank Hotchkin Memorial Training Center

1700 Stadium Way, Suite 100
Los Angeles, CA 90012

Tablet Command, Inc.

1212 Broadway Plaza
Suite 2100
Walnut Creek, CA 94596
United States

Scott La Rue

Assistant Chief
scott.larue@lacity.org
6614003404

Sales Person:

Jake Pelk
jake@tabletcommand.com
877-998-2639

Quote created: January 9, 2026

Quote expires: April 9, 2026

Total **\$466,850.00**

Products & Services

DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	AMOUNT
CAD Integration Development (2-Way)	1	\$25,000.00		\$25,000.00
Tablet Command Custom GIS Support, Development, Integration	1	\$5,000.00		\$5,000.00
TC Customer Onboarding and Account Configuration - Single Agency	1	\$2,000.00		\$2,000.00
User Training - On Site (per Day)	15	\$2,500.00		\$37,500.00

DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	AMOUNT
Staffing Integration On-Prem Install/Configure	1	\$3,000.00		\$3,000.00
CAD Interface License (2-Way)	1	\$8,000.00 / year		\$8,000.00 / year for 1 year
Agency License (2-Way)	1	\$2,750.00 / year		\$2,750.00 / year
Fire Mapper Concurrent User	30	\$1,000.00 / year		\$30,000.00 / year
TC Mobile - Unlimited	1	\$5,000.00 / year		\$5,000.00 / year for 1 year
TC Streaming Hosting (per Stream)	6	\$600.00 / year		\$3,600.00 / year
Incident Sharing (Pioneer Pricing) - Unlimited	1	\$30,000.00 / year		\$30,000.00 / year for 1 year
Pro License (Tablet)	350	\$500.00 / year		\$175,000.00 / year for 1 year
Manage	350	\$50.00 / year		\$17,500.00 / year for 1 year
User Status to CAD	350	\$200.00 / year		\$70,000.00 / year for 1 year
Location to CAD	350	\$150.00 / year		\$52,500.00 / year for 1 year
SUMMARY				
Annual subtotal				\$394,350.00
One-time subtotal				\$72,500.00

Total	\$466,850.00
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Comments

Invoice will be handled by:
Los Angeles Fire Department Foundation
Frank Hotchkin Memorial Training Center
1700 Stadium Way, Suite 100
Los Angeles, California 90012

Purchase terms

Net 30

Quote

Los Angeles Fire Department - Full Deployment

Los Angeles City Fire Department
200 N. Main St. City Hall East, Suite 1800
Los Angeles, CA 90012
United States

Tablet Command, Inc.
1212 Broadway Plaza
Suite 2100
Walnut Creek, CA 94596
United States

Scott La Rue
Assistant Chief
scott.larue@lacity.org
6614003404

Sales Person:
Phil Ambrose
phil@tabletcommand.com
877-998-2639

Quote created: March 12, 2026

Quote expires: June 10, 2026

Total **\$394,350.00**

Products & Services

DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	AMOUNT
CAD Interface License (2-Way)	1	\$8,000.00 / year		\$8,000.00 / year for 1 year
Agency License (2-Way)	1	\$2,750.00 / year		\$2,750.00 / year
Fire Mapper Concurrent User	30	\$1,000.00 / year		\$30,000.00 / year

DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	AMOUNT
TC Mobile - Unlimited	1	\$5,000.00 / year		\$5,000.00 / year for 1 year
TC Streaming Hosting (per Stream)	6	\$600.00 / year		\$3,600.00 / year
Incident Sharing (Pioneer Pricing) - Unlimited	1	\$30,000.00 / year		\$30,000.00 / year for 1 year
Pro License (Tablet)	350	\$500.00 / year		\$175,000.00 / year for 1 year
Manage	350	\$50.00 / year		\$17,500.00 / year for 1 year
User Status to CAD	350	\$200.00 / year		\$70,000.00 / year for 1 year
Location to CAD	350	\$150.00 / year		\$52,500.00 / year for 1 year
SUMMARY				
Annual subtotal				\$394,350.00

Total	\$394,350.00
--------------	---------------------

Comments

Multi-year contracts are subject to a not to exceed 5% increase based off actual market cost at time of renewal.

Purchase terms

Net 30