RESOLUTION No. 25-095

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE MOU BETWEEN THE COUNTY OF NEVADA AND THE CITY OF GRASS VALLEY FOR REIMBURSEMENT OF TABLET COMMAND SOFTWARE IN AN AMOUNT NOT TO EXCEED $54,000

WHEREAS, the Grass Valley Fire Department requires a software platform that provides mapping, automatic vehicle location, mobile data terminal, and other capabilities for optimal performance of its fire services; and

WHEREAS, the current platform utilized by the Fire Department and the majority of fire agencies in Nevada County will be discontinued and inoperable in March; and

WHEREAS, the software program from Tablet Command, Inc ("Tablet Command") has been identified as the optimal replacement due to its functionality enhancements and improvements to interoperability among all fire agencies in Nevada County; and

WHEREAS, the Office of Emergency Services has met with relevant stakeholders and determined that the purchase and implementation of Tablet Command will strengthen emergency response capabilities; and

WHEREAS, the Office of Emergency Services has further identified that purchase and implementation of Tablet Command is in alignment with the allowable uses of Forest Reserve Title III funds and is concurrently bringing to the Board of Supervisors a proposed Title III spend plan for this purpose; and

WHEREAS the SRS Act requires that the Nevada County Board of Supervisors hold a 45-day public comment period, hold a public hearing, and approve a spending plan for Title III funds; and

WHEREAS, at the conclusion of the 45-day public comment period a public hearing will be held on May 27, 2025; and

WHEREAS, should the Board of Supervisors of Nevada County choose not to approve the spending plan, the Office of Emergency Services would identify an alternative source of funds to reimburse City of Grass Valley for Tablet Command, payable within 15 days of the start of fiscal year 2025/26.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California hereby approves the MOU between the County of Nevada and the City of Grass Valley for reimbursement of Tablet Command software in an amount not to exceed $54,000.

Funding: 1130-60401-272-1000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of March 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.
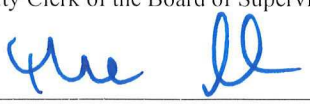
Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASEN
Chief Deputy Clerk of the Board of Supervisors

By:_____

_____
Heidi Hall, Chair

COST SHARING AGREEMENT

This Cost Sharing Agreement (the "Agreement") is made as of March 11, 2025 (the "Effective Date") between the City of Grass Valley ("City") and the County of Nevada (the "County") hereinafter referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Grass Valley Fire Department (the "Fire Department") requires a software platform that provides mapping, automatic vehicle location, mobile data terminal, and other capabilities for optimal performance of its fire services;

WHEREAS, the current platform utilized by the Fire Department and the majority of fire agencies in Nevada County will be discontinued and inoperable in March 2025;

WHEREAS, the software program from Tablet Command, Inc. ("Tablet Command") has been identified as the optimal replacement due to its functionality enhancements and improvements to interoperability among all fire agencies in Nevada County;

WHEREAS, the County has expressed its support for the purchase and implementation of Tablet Command because the software will strengthen emergency response capabilities;

WHEREAS, the Tablet Command software will provide global situational awareness and a shared operating picture for all responders in Nevada County, achieved through integration with the Computer-Aided Dispatch (CAD) system operated by CAL FIRE's Grass Valley Emergency Command Center;

WHEREAS, the City has entered into an agreement with Tablet Command for the purchase of the Tablet Command software; and

WHEREAS, the County desires to reimburse the City for the expenses it incurred under the contract with Tablet Command to startup and integrate the software.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. **RECITALS.** The above recitals are true and correct and incorporated herein by this reference.

2. **CONTRACT RESPONSIBILITY.** The City shall execute a contract with Tablet Command substantially in the form attached hereto as Exhibit A for the program software and be responsible to Tablet Command for timely payment of all invoices.

388515.2

3. **COST SHARING.** The County agrees to reimburse to the City the full cost of startup and integration of the software as follows:

Peraton integration with Grass Valley Emergency Command Center CAD	$23,142.00
Tablet Command integration with Grass Valley Emergency Command Center	$30,000.00
Total cost	$54,000.00

4. **PAYMENTS AND BILLING.** City shall be solely responsible for processing invoices from Tablet Command. City shall invoice the County to the address listed in Section 8 below. The County agrees to pay all invoices within 30 days of receipt. If a Party disputes an invoice, that Party shall provide the written basis for the dispute no later than 14 calendar days after receipt. The Parties shall negotiate in good faith to resolve any such disputes. Each Party shall maintain all accounting records related to this Agreement for a minimum of four years.

5. **MUTUAL COOPERATION.** The Parties agree to undertake best efforts to maximize the use of the Tablet Command software platform for all responders in Nevada County, achieved through integration with the Computer-Aided Dispatch (CAD) system operated by CAL FIRE's Grass Valley Emergency Command Center.

6. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon the Effective Date and shall continue in effect until the costs identified in Section 3 are reimbursed.

7. **INDEMNIFICATION.** Each Party shall indemnify and hold the other Parties harmless against all actions, claims, demands, and liabilities, and against all losses, damages, costs, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claims, demands, liabilities, losses, damages, costs, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of any Party. The obligations under this Section shall survive the termination of the Agreement.

8. **NOTICES.** All notices that are required to be given by one Party to the other Party under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the Parties at the following addresses, unless such addresses are changed by notice, in writing, to the other Party:

City of Grass Valley
City Manager
125 E. Main Street
Grass Valley, CA 95945

County of Nevada
County Executive Officer
950 Maidu Ave. St. 220
Nevada City, CA 95959

9. **MODIFICATION.** This Agreement may only be modified by a written amendment thereto, executed by all Parties.

10. **ATTORNEYS FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.

11. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

12. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the law of the State of California, and the Parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Nevada County, California.

13. **ADDITIONAL PROVISIONS.** This Agreement constitutes the entire Agreement between the Parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussion hereto and between the Parties related to the subject matter of this Agreement.

14. **COUNTERPARTS.** This Agreement may be executed in counterparts and, as so executed, shall constitute an agreement that shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties and/or their designated representatives do not appear on the same page. This Agreement may be transmitted by facsimile or other electronic means and the reproduction of signatures by facsimile or other electronic means will be treated as binding as if originals.

[Signatures on following page]

388515.2

IN WITNESS WHEREOF, the Parties have executed this Agreement by their proper officers.

COUNTY OF NEVADA

By: _____ Date: _____
Name: _____
Title: _____

Approved as to form: Attest:

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

CITY OF GRASS VALLEY

By: _____ Date: _____
Name: Tim Kiser
Title: City Manager

Approved as to form: Attest:

By: _____ By: _____
Name: David J. Ruderman Name: Taylor Whittingslow
Title: Asst. City Attorney Title: City Clerk

Exhibit "A"
Tablet Command Service Agreement

Tablet Command
Service Agreement

TC

This Agreement ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between **Tablet Command, Inc.,** (the "**Company**"), and _____ (or "**Customer**"). Company and Customer shall be individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

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

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

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

- Timely and accurate incident notification
- Comprehensive and accurate mapping and routing
- Access to agency map data through Esri ARC GIS Online
- Shared incident view by all users
- Transfer of command
- Standardized command and control
- Agency specified incident templates and checklists
- Time stamped record of all actions on the emergency scene
- Improved after-action analysis with time-stamped documentation
- Improved accountability.

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

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

1.   *Services*. During the Term Company will provide the following "**Services**": Services account activation, including CAD integration and testing, account configuration, mobile device authentication, integration to third party solutions (staffing, pre-planning, etc.) as outlined in the quote(s) provided, initial training and orientation, access to the Tablet Command services and applications for Authorized Users, and ongoing customer support.

2.   ***Customer Obligations, Representations and Warranties***.
   a. Customer users ("**Authorized Users**") will be required to agree via a click-through agreement to the terms of the Apple Standard End User License Agreement ("**EULA**"), the content of which is available at https://www.apple.com/legal/internet-services/itunes/dev/stdeula. The terms of this Agreement and the EULA are binding on the Customer and each Authorized User. In the event of a conflict between the terms of this Agreement and the EULA, the terms of this Agreement shall control.

b. In connection with the provision of the Services to Customer, Customer agrees to direct incident data to https://api.tabletcommand.com.

c. Customer will not use the Services, or any of the content obtained from the Services, for any purpose that is unlawful or prohibited by this Agreement.

3. ***License Grants and Restrictions***.

   a. ***License Right***. Company grants Customer a revocable, non-exclusive, non-transferrable, non-assignable limited right to install and use the Services on a computer or device controlled by an Authorized User (each a "**Device**"), and to access and use the Services on such Device strictly in accordance with the terms and conditions of this Agreement for the purpose of assisting users in managing their human resources and apparatus during an emergency.

   b. ***Restrictions.*** Customer shall not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Services; (ii) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Services; (iii) violate any applicable laws, rules or regulations in connection with your access or use of the Services; or (iv) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Company or its affiliates, partners, suppliers or the licensors of the Services or otherwise obscure or modify the manner in which the material is displayed by means of the Services.

   c. ***License to Company***. Customer grants Company an irrevocable, royalty-free, fully paid-up right to view, record and analyze your use of the Services, including but not limited to technical information about the Devices (including Device UUID), computer, physical location, system and application software, and peripherals.

   d. ***Restricted Use of the Services***. The Services are not a substitute for sound fire management techniques and practices in emergency situations. Customer agrees not to use, access, sell, resell, or offer for any commercial purposes, any portion of the Services.

   e. ***General Practices Regarding Use and Storage***.

      i. The Company may establish general practices and limits concerning use of the Services. Customer and its Authorized Users will use the Services in compliance with all applicable international, state, federal and local laws and in accordance with the terms of this Agreement. No Authorized User may access or use the Services for any purpose other than that for which the Company makes it available. Without limiting any other remedies, the Company may suspend or terminate any Authorized User account if the Company suspects that an Authorized User has engaged in unlawful or prohibited activity in connection with the Services. The Company acknowledges and understands that certain portions of the Services may require and utilize phone service, data access or text messaging capability.

      ii. The Company may terminate an Authorized User's account in its absolute discretion and for any reason. The Company is especially likely to terminate for reasons that include, but are not limited to, the following: (1) violation of this Agreement; (2) use of the Services in a manner inconsistent with the license right set forth above; (3) an Authorized User's request for such termination; or (4) as required by law, regulation, court or governing agency order. The Company's termination of any Authorized User's access to the Services may be affected without notice and, on such termination, the

Company may immediately deactivate or delete such Authorized User's account and/or prohibit any further access to files or data from such account. The Company shall not be liable to the Customer, any Authorized User or any other third party for any termination 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.

f. The Services 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.

4. *Fees*. Company shall provide the Services and the Services in consideration for the fees set forth in the quote(s) provided to and approved by the Customer. Each such quote shall be attached hereto as an Exhibit A. Company will issue periodic invoices and Customer agrees to pay such amounts within thirty (30) days of receipt. Any invoices that remain unpaid more than thirty (30) days past their due date shall incur interest at the rate equal to the lower of 15% per year or the maximum rate allowed by applicable law.

5. **Term.** The term of this Agreement will begin on the Effective Date and will continue until one year from the Effective Date. This Agreement shall renew automatically for additional one-year terms upon each anniversary of the Effective Date unless either party provides notice for non-renewal at least ninety (90) days prior to the end of the then-current term.

6. ***Confidentiality and Data Security.***

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

   b. ***Nonuse and Nondisclosure***. Neither Party will during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose other than the performance of this Agreement or (ii) disclose Confidential Information to any third party. Confidential Information will remain the sole property of the disclosing Party. Each Party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of such Confidential Information.

   c. ***Permitted Disclosure***. Notwithstanding the restrictions on use and disclosure of Confidential Information in 6.b, a Party may disclose Confidential Information as necessary to comply with a legal demand or obligation (e.g., subpoena, civil

investigative demand) so long as such Party provides at least five (5) business days prior written notice of such disclosure to the other Party (to the extent legally permitted) and any assistance reasonably requested by the other Party to contest or limit the disclosure. Company acknowledges and understands that the Customer is a public agency subject to the disclosure requirements of the California Public Records Act, Government Code section 7920.000 et seq. ("**CPRA**"). If the Customer receives a request for information or records that Company may consider Confidential (e.g., proprietary information), the Customer will provide notice to Company pursuant to this section prior to disclosure. If Company contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it may obtain a protective order, injunctive relief or other appropriate remedy from a court of law in the appropriate jurisdiction before the Customer is required to respond to the CPRA request.

d. *Remedies*. In addition to the procedures for a CPRA request specified in Section 6.c above, if a Party discloses or uses (or threatens to disclose or use) Confidential Information, 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, it being specifically acknowledged by the Parties that other available legal remedies are inadequate.

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

8. *Indemnity; Disclaimer; Limitations of Liability.*

   a. *Indemnification by Customer*. The Customer shall indemnify, defend and hold harmless the Company, and its affiliates and their respective officers, employees and agents, from any and all claims, demands, damages, costs, and liabilities including reasonable attorneys' fees, due to or arising out of Customer's or any Authorized User's acts or omissions arising out of the use of the Services; or any breach of this Agreement.

   b. *Indemnification by Company*. The Company agrees to indemnify, defend, and hold Customer harmless from and against any and all third-party claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Customer, arising out of a claim that the Services infringe or misappropriate any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right (an "**Infringement Claim**"). In the event that the Company is enjoined from delivering either preliminary or permanently, or continuing to license to Customer, the Services and such injunction is not dissolved within thirty (30) days, or in the event that Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the use of the Services, then the Company may, at its expense and option: (a) obtain for Customer the right to continue using the Services; (b) replace or modify the Services so that it does not infringe upon or misappropriate such proprietary right

and is free to be delivered to and used by Customer; or, (c) in the event that the Company is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, the Company shall reimburse to Customer the unused portion of the fees paid for the Services.

c. ***Indemnification Procedures***. Promptly after receipt by Customer of a threat of any Infringement Claim, or a notice of the commencement, or filing of any Infringement Claim against Customer, Customer shall give notice thereof to the Company, provided that failure to give or delay in giving such notice to the Company shall not relieve the Company of any liability it may have to Customer except to the extent that the Company demonstrates that the defense of such action is prejudiced thereby. Customer shall not independently defend or respond to any such claim; provided, however, that Customer shall have the right, at its own expense, to monitor the Company's defense of any such claim. The Company shall have sole control of the defense and of all negotiations for settlement of such action. At the Company's request, Customer shall cooperate with the Company in defending or settling any such action; provided, however, that the Company shall reimburse Customer for all reasonable out-of-pocket costs incurred by Customer (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

d. ***DISCLAIMER***. EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES AND INDEMNITIES, EXPRESS OR IMPLIED, IN THE PROVISION OF SERVICES HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. THE CUSTOMER'S AND EACH AUTHORIZED USER'S USE OF THE SERVICES IS AT THEIR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. THE COMPANY 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. SPECIFICALLY, THE COMPANY MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS AND (ii) ANY AUTHORIZED USER ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. EXCLUDING ONLY DAMAGES ARISING OUT OF THE COMPANY'S WILLFUL MISCONDUCT, THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM THE CUSTOMER'S OR ANY AUTHORIZED USER'S USE OR INABILITY TO USE ANY SERVICES OR SERVICES THEREON. SCHEDULED AND PREVENTIVE MAINTENANCE AS WELL AS REQUIRED AND EMERGENCY MAINTENANCE WORK MAY TEMPORARILY INTERRUPT SERVICES OR ACCESS TO THE SERVICES. THE COMPANY IS NOT RESPONSIBLE FOR CUSTOMER'S OR ANY AUTHORIZED USER'S USE OF THE SERVICES OR THE DECISIONS AND INCIDENT MANAGEMENT OF THE CUSTOMER OR ANY OF ITS AUTHORIZED USERS.

e. ***LIMITATION OF LIABILITY***. In no event shall the company's total cumulative liability to the customer, any authorized user or any other party under this agreement, arising out of the use of the Services or otherwise 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 the Company. 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 the company. Any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

9. **Privacy Compliance**.

   a. ***Personal Information Defined***. "**Personal Information**" for purposes of this section means information that the Company processes on Customer's behalf that identifies, relates to, describes, or is reasonably capable of being associated with or linked to a particular identifiable person or household and includes, without limitation, "personal information" as defined by the California Consumer Privacy Act of 2018, as amended, and as defined by the Personal Information Protection and Electronic Documents Act (Canada). For avoidance of doubt and not limitation, de-identified or aggregated information that is no longer reasonably capable of being associated with or linked to a particular identifiable person or household ("**Anonymized Information**"), will not be deemed Personal Information even if such information was derived from Personal Information. The Company may use and disclose Anonymized Information without limitation or restriction.

   b. ***Restrictions on Use***. Unless specifically directed or authorized by Customer, the Company will not (i) sell or share (for cross-context behavioral advertising purposes) Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than the specific purpose of performing the services contemplated by this Agreement, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the services contemplated by this Agreement; (iii) retain, use, or disclose Personal Information outside of the direct business relationship between the parties; or (iv) combine the Customer's Personal Information with Personal Information the Company processes on behalf of third parties or itself to the extent prohibited by applicable privacy and data security laws. Notwithstanding the foregoing, the Company may retain, use, or disclose Personal Information as reasonably necessary to fulfill or demonstrate compliance with its legal obligations.

   c. ***Consent for Use***. The Customer will provide all notices and obtain all consents required by applicable laws and regulations for the Company to process Personal Information in connection with the Services and services contemplated by this Agreement including, without limitation, the Company's transfer to and processing of Personal Information in the United States of America, Canada, and Australia. The Customer and each Authorized User will use the Services in compliance with all applicable laws and regulations.

   d. ***Data Security***. The Company will implement reasonable administrative, technical, and physical safeguards to protect Personal Information in its control from unauthorized or unlawful access, disclosure, or use. Without limiting the generality of the foregoing, the Company will (i) encrypt all Personal Information while in transit from/to the Customer or a third party designated by the Customer to/from

the Company via SSL 256 bit AES encryption or equivalent; (ii) store Personal Information on server(s) located in SSAE 16 certified data center(s); and (iii) not disclose Personal Information to third-party subcontractors unless such subcontractors have entered into a written agreement with the Company imposing privacy, data security, and confidentiality obligations on such subcontractors no less stringent than those imposed on the Company in this Agreement. The Customer gives consent to the Company's use of subcontractors to process Personal Information on the Customer's behalf so long as the foregoing criteria are satisfied, and the Customer waives any right it may have under applicable privacy and data security laws to receive notice of the Company's appointment or removal of any subcontractor. The Customer will not knowingly introduce, or negligently permit to be introduced, into the Company's computer systems, databases, hardware, or software, any virus, malware, ransomware, or other contaminants (including, but not limited to, codes, commands, instructions, devices, techniques, bugs, or flaw) that may be used to access, alter, delete, threaten, infect, damage, disable, or inhibit our full use of the Company's computer systems, databases, hardware, or software.

e. **Cooperation**. The Company will reasonably cooperate with Customer, at the Customer's cost, (i) in response to data subject requests for access, correction, deletion, or to exercise any other right provided by applicable laws and regulations to the use of such data subject's Personal Information and (ii) in response to the Customer's requests for assistance in connection with a data protection impact assessment, risk assessment, or similar analysis required by applicable privacy and data security laws. In the event the Company receives a data subject request relating to Personal Information, the Company will notify such data subject that it is unable to respond to the request without authorization from the Customer and will direct such data subject to contact the Customer directly to make the request.

f. **User IDs**. The Customer will use best efforts to protect the confidentiality of user IDs, passwords, and other access credentials used by the Customer, or Customer's employees, agents, representatives, and Authorized Users' to access any of the services provided by the Company. The Customer will provide prompt notice to the Company of any actual or suspected compromised user IDs, passwords, or other access credentials.

g. **Notice of Noncompliance**. The Company will provide notice to the Customer if the Company determines it can no longer process your Personal Information in compliance with this Agreement or applicable privacy and data security laws. The Customer may, at Customer's cost and upon at least thirty (30) days prior written notice to the Company, take reasonable and appropriate steps to mitigate the Company's processing of Personal Information that is not in compliance with this Agreement or applicable privacy and data security laws.

h. **Audit**. No more than once per twelve-month period, at the Customer's cost, the Customer or its designee may audit the Company's data security and privacy practices related to Personal Information. The Customer will provide at least thirty (30) days' prior written notice of its intent to conduct such audit and will reasonably cooperate with the Company to minimize disruption to the Company's day-to-day business operations as a result of such audit.

i. **Personal Information Retention**. Upon termination of the Customer's account, the Company will return or destroy, at the Customer's option, the Personal Information the Company processes on the Customer's behalf. Notwithstanding the foregoing, if return of such Personal Information is impractical, the Company

may destroy such Personal Information. Further notwithstanding the foregoing, the Company may retain such Personal Information (i) stored in an archive or backup system until such Personal Information is deleted from such system in the normal course of the Company's business and (ii) as reasonably necessary to fulfill or demonstrate compliance with its legal obligations or to defend or pursue a legal claim.

j. **Opt-In Data Disclosures**. From time-to-time the Company may make available features or integrations that permit Customer to make certain data, which may include Personal Information, available to other Company customers or to third parties. If Customer opts-in to the use of such features or integrations, Customer authorizes Company to make Customer's data available as explained during the opt-in process. Customer agrees that company will have no liability to Customer related to data disclosed to other Company customers or third parties in connection with such features or integrations. Customer may withdraw its consent at any time by providing written notice to Company at the address for notice listed below, or via an email message sent to support@tabletcommand.com.

k. **AVL Data**. The Company is hereby authorized to share Automatic Vehicle Location ("**AVL**") data with other Company customers. Customer acknowledges and agrees that Company will have no liability to Customer related to AVL data shared with other Company customers. Company acknowledges and agrees that Customer retains the ability to opt out of participation in this AVL data sharing agreement at any time by providing written notice to Company at the address for notice listed below, or via an email message sent to support@tabletcommand.com.

10. **Insurance**. The Company will maintain in force during the term the insurance coverages as set forth on Exhibit B.

11. **Records**. The Company will maintain complete and accurate records in accordance with its then-current policies.

12. **Miscellaneous**.

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

b. **Assignability**. This Agreement may not be assigned by Customer, including by operation of law, without the prior written consent of the Company. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators.

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

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

e. *Attorney's Fees*. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

f. **Counterparts; Electronic Signatures**. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The parties agree that they will accept signature by electronic transmission in portable document format (PDF) in lieu of original signatures and that the Agreement and any amendments hereto or quotes entered pursuant to this Agreement will have the same binding and enforceable effect with electronic PDF signatures as they would have with original signatures.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above. The authorized representatives of the parties have signed this Agreement as of the Effective Date.

Customer	Tablet Command, Inc.
By:	By:
Name:	Name:
Title:	Title:
Address for Notice:	Address for Notice: Tablet Command, Inc. 1212 Broadway Plaza, Ste 2100 Walnut Creek, California 9459

EXHIBIT A
FORM QUOTE

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of the Agreement, the Company will maintain in force no less than the insurance coverages set forth as follows:

General Liability

General Aggregate:	$4,000,000
Each Occurrence:	$2,000,000
Products/Completed Operations Aggregate:	$4,000,000
Personal & Advertising Injury:	$4,000,000
Damage to Rented Premises:	$250,000
Medical Expenses (Any one person):	$10,000

Automobile Liability

Hired/Non-Owned:	$4,000,000

Errors & Omissions

General Aggregate:	$4,000,000
Per Claim:	$2,000,000
Per Occurrence:	$2,000,000

Cyber Liability

General Aggregate:	$4,000,000
Each Occurrence:	$2,000,000