

## **COUNTY OF MONTEREY NON-STANDARD AGREEMENT**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

**Tablet Command, Inc.**

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(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### **1.0 GENERAL DESCRIPTION:**

- 1.1 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Tablet Command mobile cloud-based software, implementation, CAD integration and testing, account configuration, mobile device authentication, integration to third party solutions initial training and orientation, access to the Tablet Command services and applications, and ongoing customer support.

- 1.2 **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 CONTRACTOR (collectively, “**Inventions**”), solely or in collaboration with others, are the sole property of CONTRACTOR, except the extent of any County confidential information.

### **2.0 PAYMENT PROVISIONS:**

- 2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **\$387,750.00.**

### **3.0**

#### **TERM OF AGREEMENT:**

- 3.01 The term of this Agreement is from January 15, 2025 to January 14, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately; provided that no fees paid for the then-current annual term will be refunded to the County.

#### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A: Scope of Services/Payment Provisions**

**Exhibit B: Service Level Agreement**

**Exhibit C: Additional Terms**

#### 5.0 PERFORMANCE STANDARDS AND COUNTY OBLIGATIONS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

##### 5.04 County Obligations

5.04(a). County 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 County 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.

5.04(b). In connection with the provision of the Services to County, County agrees to direct incident data to <https://api.tabletcommand.com>.

5.04(c). County 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.

5.04(d). The County acknowledges that the Services are provided "as is" to assist the Incident Commander and other responders in response, managing incident resources, references, and tracking. The County 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. The Services are designed to assist with notification, response, incident

management, and the documentation and tracking of resources. Authorized Users must be trained in use of the Services.

5.04(e). The County also understands that while the Services are designed to operate in a non-connected state, certain functionality will be limited. Specifically, during periods of disconnection, the Services may not receive updates regarding resources, Computer-Aided Dispatch (CAD) information, or data from other devices that may be viewing or contributing to the incident.

5.04(f). Furthermore, the County acknowledges that factors beyond the Services' control may affect the device's functionality. The device may lose power, and its operability could be compromised by high heat, moisture, accidental breakage, or other environmental factors. The County's overall incident management planning should account for these potential limitations.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice annually in advance of each annual contract term in accordance with Exhibit A of this Agreement, and not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amounts payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination and previously paid amounts will not be refunded to the County.
- 7.02 The County may cancel and terminate this Agreement for Good Cause effective immediately upon written notice to CONTRACTOR. "Good Cause" means the breach of this Agreement by CONTRACTOR which is not cured within thirty (30) days after written notice of such breach by the County to CONTRACTOR. If County terminates this Agreement for Good Cause, the County may be relieved of the payment of any consideration to CONTRACTOR related to such Good Cause, and the County may proceed with the work in any manner, which County deems proper.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

8.01 County Indemnification. The County shall indemnify, defend and hold harmless the CONTRACTOR, 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 the County's negligent acts or omissions arising out of the use of the Services; or any breach of this Agreement.

8.02 CONTRACTOR Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting from (i) CONTRACTOR's negligent acts or omissions or any breach of this Agreement, and (ii) 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 CONTRACTOR is enjoined from delivering either preliminary or permanently, or continuing to license to County, the Services and such injunction is not dissolved within thirty (30) days, or in the event that the County 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 CONTRACTOR may, at its expense and option: (a) obtain for the County 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 the County; or, (c) in the event that the CONTRACTOR is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, the CONTRACTOR shall reimburse to the County the unused portion of the fees paid for the Services

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

8.04 **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. EXCLUDING ONLY DAMAGES ARISING OUT OF THE CONTRACTOR'S WILLFUL MISCONDUCT, THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM THE COUNTY'S OR ANY AUTHORIZED USER'S USE OR INABILITY TO USE ANY SERVICES OR SERVICES THEREON.

8.05 Limitation of Liability. In no event shall the CONTRACTOR's total cumulative liability to the County, any authorized user or any other party under this agreement, arising out of the use of the Services or otherwise exceed the amounts paid by County to CONTRACTOR in the preceding twelve (12) months. 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 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 the CONTRACTOR. Any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within three (3) years after such claim or cause of action arose or be forever barred.

## 9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.
- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage

of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Auto Liability Coverage:** must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

#### **9.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance

shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Additional Insured Status:**

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Waiver of Subrogation:**

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's

Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** Each party and its respective officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. Neither party shall disclose any confidential records or other confidential information received by such party from the other party or prepared in connection with the performance of this Agreement, unless the disclosing party specifically permits the receiving party to disclose such records or information. A receiving party shall promptly transmit to the disclosing party any and all requests for disclosure of any such confidential records or information. Neither party shall use any confidential information of the other party in the performance of this Agreement except for the sole purpose of carrying out its obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all managed incident data. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

## **11.0 NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor



shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract and such provisions have been provided to CONTRACTOR in writing, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

## 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-

paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Lee Ann Magoski - Director of Emergency Communications	William Pigeon - CEO
Name and Title	Name and Title
1322 Natividad Road Salinas CA 93906	1212 BROADWAY PLZ STE 2100, Walnut Creek CA 94596
Phone/ Email Address	Phone/ Email Address
831-769-8880 <a href="mailto:magoskil@countyofmonterey.gov">magoskil@countyofmonterey.gov</a>	925-444-0911 <a href="mailto:will@tabletcommand.com">will@tabletcommand.com</a>

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any good faith dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County; provided that such prior written consent shall not be required for an assignment in connection with an acquisition, change of control or asset sale of or by the CONTRACTOR. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

### 17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by

delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel<sup>1</sup>  
Susan K. Blitch, County Counsel

Signed by:  
By: Samuel Biderwell  
County Counsel

Date: 12/8/2024 | 8:01 PM PST

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

Approved as to Liability Provisions  
Office of the County Counsel-Risk Management

By: \_\_\_\_\_  
David Bolton, Risk Manager

Date: \_\_\_\_\_

**Tablet Command, Inc.**

Contractor/Business Name \*

DocuSigned by:  
By: William Pigeon  
(Signature of Chair, President, or Vice-President)  
William Pigeon CEO

Date: 12/7/2024 | 8:30 AM PST

DocuSigned by:  
By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Andrew T. Bozzo Secretary

Date: 12/7/2024 | 8:28 AM PST

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## **Scope of Services / Payment Provisions Tablet Command, Inc.**

- A. TOTAL FUNDING: \$387,750.00**
- B. TERM OF AGREEMENT: January 15, 2025 through January 14, 2028**
- C. County is contracting with Tablet Command to provide services to fire agencies. The following responsibilities are clarified to show who will be performing the “County” responsibilities as either Emergency Communications Department “ECD” or “Fire Agencies”. Tablet Command shall work directly with the fire agencies for items noted below.**
- D. SCOPE OF SERVICES:** Tablet Command (hereinafter CONTRACTOR) shall provide services and staff, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below:

### **1. Overview of Services**

Tablet Command will provide the following:

- Mobile cloud-based software allowing incident notification and viewing
- Mapping functionality
- Firefighter accountability tracking
- Incident management tools
- Resource tracking
- Mobile/dispatch communication
- Integration with ESRI style mapping
- Integration into CentralSquare Computer Aided Dispatch (CAD)
- AVL functionality including viewing and location
- Interoperability with other departments using Tablet Command platform
- Training and Support

### **2. Project Overview and Timeline**

This Statement of Work (SOW) outlines the implementation process for the Tablet Command SaaS solution. The project will be executed in several phases, some of which can occur concurrently.

Tablet Command is a cloud-based solution designed for notification, response, and incident management. To facilitate the provision of CAD data to Tablet Command, and if requested by the County, to send Tablet Command data back to CAD, a CAD interface is required. This document outlines the expectations and responsibilities of the County and Tablet Command to ensure seamless integration and operation.

Phase	Duration	Cumulative Timeline
1. Complete Onboarding Document	1 week	Week 1
2. ESRI Integration	1 week	Week 1
3. Interface Installation and burn in	2-3 weeks	Weeks 1-3
4. Staffing integration	1-2 weeks	Weeks 1-3
5. Device configuration	1 week	Week 4
6. Training	1 week	Week 5
7. Go live	1-2 weeks	Week 6

**Note: Phases 1-4 occur concurrently and potentially can be completed faster than the timeline indicates, reducing the overall timeline. Timeline will begin on the first day of the term of this Agreement unless otherwise directed by County in writing.**

### 3. Phase Descriptions

#### 3.1 . Complete On-Boarding Document (1 week)

##### **County Responsibilities:**

- Provide key contact information **(Fire Agencies)**
- Define users and resources **(Fire Agencies)**
- Define incident notification categories **(Fire Agencies)**
- Provide initial templates and checklists **(Fire Agencies)**
- Supply additional account configuration items **(Fire Agencies)**

##### **Tablet Command Responsibilities:**

- Schedule and conduct explanatory call with County
- Provide shared Google Sheet for onboarding documentation
- Answer County questions regarding document completion

#### 3.2. ESRI Integration (1 week)

##### **County Responsibilities:**

- Provide email introduction to GIS resource(s) **(ECD and Fire Agencies are all responsible for providing their own GIS resources and ECD will only provide CAD GIS Data)**
- Ensure appropriate ArcGIS Online user(s) accept group invitation **(ECD and Fire Agencies)**

##### **Tablet Command Responsibilities:**

- Initiate integration with County's ESRI ArcGIS Online organization
- Create and manage dedicated group for County's Tablet Command account

#### 3.3. Interface Installation and Burn in (2-3 weeks)

##### **County Responsibilities:**

- Provide necessary access and information as identified in Technical Discovery call **(ECD and Fire Agencies)**
- Assist in troubleshooting if required **(ECD for CAD interface, Fire Agencies for any other)**
- Assist with burn in testing **(Fire Agencies)**

**Tablet Command Responsibilities:**

- Install interface application in County infrastructure
- Conduct burn-in testing
- Provide status updates and address any issues

## 3.4. Staffing Integrations (1-2 weeks)

**County Responsibilities:**

- Provide email introductions to agency staffing admin(s) **(Fire Agencies)**
- Ensure staffing admin(s) is/are available for integration process **(Fire Agencies)**

**Tablet Command Responsibilities:**

- Work with staffing admin(s) to complete integrations
- Provide guidance and support throughout the process

## 3.5. Device Configuration (1 week)

**County Responsibilities:**

- Configure devices with Tablet Command or TC Mobile applications **(Fire Agencies)**
- Ensure proper user account login on all devices **(Fire Agencies)**

**Tablet Command Responsibilities:**

- Setup users as defined in the on boarding document
- Offer technical support as needed

3.6. Training (1 week) *(See Section D. of this Exhibit for Additional Training Detail)***County Responsibilities:**

- Ensure availability of operational and IT resources for training **(Fire Agencies)**
- Provide suitable training venue **(Fire Agencies)**
- Ensure devices are configured and available for training **(Fire Agencies)**

**Tablet Command Responsibilities:**

- Develop training plan and materials
- Conduct end-user and administrator training sessions
- Provide post-training support

## 3.7 . Go Live (1-2 weeks)

**County Responsibilities:**

- Participate in go-live strategy discussions **(Fire Agencies)**
- Assist in roll-out as agreed **(Fire Agencies)**
- Report any issues or concerns promptly **(Fire Agencies)**



**Tablet Command Responsibilities:**

- Develop and propose go-live strategy
- Provide on-call support during go-live phase
- Address any issues that arise during initial production use

**4. Communication and Project Management**

- Regular status meetings will be scheduled throughout the implementation process.
- Both parties will designate primary points of contact for each phase of the project.  
**(Fire Agencies will be responsible for providing their own points of contact)**
- Any changes to the timeline will be communicated and agreed upon by both parties in writing.

**E. INITIAL USER TRAINING****1. Initial User Training:**

Contractor shall provide formal end user training in three identical one day sessions to all users in an on-site direct delivery training format at various locations in Monterey County to be determined by County. Training sessions do not need to occur on concurrent days and shall be scheduled at mutually agreeable times by County and CONTRACTOR.

Training shall consist of a general orientation to the Tablet Command user interface and a review of application and device settings. Users shall be trained to the various ways Tablet Command Support can be accessed (telephone, email, email from within the Tablet Command Application).

**2. Users are exposed to the incident management progression from call dispatch through call conclusion. Specific training is provided in the following areas:**

- Acknowledge Apple Push Notification and switch to Overview screen
  - Review features of overview screen
  - Review map view and layer access setting
  - Review access to turn-by-turn navigation
  - Select “Manage Incident” and switch to Units View Units View
  - Review selection of Templates and Checklists
  - Review resource management in the Units View
  - Review detail available in Resource Tiles
  - Review PAR Timer setting and use
  - Review Work Timer settings and use
  - Review the use of Templates and Checklists
- Map View
  - Review Map view setting and access to agency map layers
  - Review strategies to manage resources geo-spatially in Map View
  - Real Time Sync (RTS)
    - Review the features of RTS
      - Peer to peer incident sharing
      - Transfer of command

- Transfer of command provisions for device failure and/or abandoned device
  - Activity View
    - Review Add Notes to Incident
    - Review weather URL access
    - Review export Activity Log/Map
    - Review End Incident
3. Contractor shall provide ongoing post deployment support to users and account administrators.

## F. PAYMENT PROVISIONS

### 1. PRICING/ PAYMENT TERMS

County shall pay CONTRACTOR the annual amounts as shown below for the performance of all things necessary for, or incidental to, the performance of work as set forth in this Agreement.

### CONTRACTOR SHALL PROVIDE THE FOLLOWING AT THE LISTED PRICES:

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
CAD Integration Install/Configure (2-Way)	1 (ONE-TIME IMPLEMENTATION COST)	\$6,000.00	\$6,000.00
TC County Onboarding and Account Configuration - Single Agency	1 (ONE-TIME IMPLEMENTATION COST)	\$2,000.00	\$2,000.00
User Training - On Site (per Day)	3 (ONE-TIME IMPLEMENTATION COST)	\$2,500.00	\$7,500.00
Staffing Integration Cloud Install/Configure	4 (ONE-TIME IMPLEMENTATION COST)	\$2,000.00	\$8,000.00
Fire Mapper Concurrent User	5 (ONE-TIME IMPLEMENTATION COST)	\$1,000.00	\$5,000.00
<b>SUBTOTAL – ONETIME IMPLEMENTATION IN YEAR ONE - \$28,500.00</b>			
CAD Interface License (2- Way)	1 (RECURRING)	\$8,000.00 / year	\$8,000.00 / year
Agency License (2-Way)	1 (RECURRING)	\$2,750.00 / year	\$2,750.00 / year
TC Mobile Users 51-1000 (Phone)	1 (RECURRING)	\$3,750.00 / year	\$3,750.00 / year
Staffing to TC Interface License	4 (RECURRING)	\$1,000.00 / year	\$4,000.00 / year

**EXHIBIT A**

Pro License (Tablet)	117 (RECURRING)	\$500.00 / year	\$58,500.00 / year
Manage	117 (RECURRING)	\$50.00 / year	\$5,850.00 / year
User Status to CAD	117 (RECURRING)	\$200.00 / year	\$23,400.00 / year
Location to CAD	90 (RECURRING)	\$150.00 / year	\$13,500.00 / year
<b>ANNUAL SUBTOTAL RECURRING ANNUAL COSTS - \$119,750.00</b>			

**2. MAXIMUM AMOUNT PAYABLE BY CONTRACT YEAR:**

<b>Annual Term</b>	<b>Annual Cost</b>
1/15/2025 – 1/14/2026	\$148,250.00
1/15/2026 – 1/14/2027	\$119,750.00
1/15/2027 – 1/14/2028	\$119,750.00
<b>TOTAL</b>	<b>\$387,750.00</b>

The maximum amount payable by County to CONTRACTOR through this Agreement shall not exceed **three hundred eighty-seven thousand seven hundred fifty dollars (\$387,750.00)**.

CONTRACTOR shall invoice County annually, at the beginning of each annual term, for that full year's cost. There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

**3. CONTRACTORS BILLING PROCEDURES**

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

*(end of Exhibit A)*

## **SERVICE LEVEL AGREEMENT**

### **Purpose**

This service level agreement sets forth CONTRACTOR's undertakings with respect to providing customer support to County, and the service levels associated with the CONTRACTOR's Services provided during the Term.

1. **Service Reliability.** CONTRACTOR shall be redundant and fault tolerant and shall provide an uptime of greater than 99.99% for the CONTRACTOR Services, subject to scheduled updates and maintenance. For unplanned downtime (an **"Event"**), CONTRACTOR (with respect to the CONTRACTOR Services) will assign a trouble severity code based on CONTRACTOR's assessment of the Event at the point of trouble identification. CONTRACTOR will make adjustments to the trouble severity code based on how the Event proceeds.

CONTRACTOR shall monitor all interfaces 24/7/365. CONTRACTOR support staff is alerted if calls are not received from CAD at intervals custom configured per agency. When an interruption is detected, it is confirmed and an email message is sent to County identified agency contacts, or designee.

<b>Trouble Severity Code</b>	<b>Description</b>	<b>Initial Response Time</b>	<b>Status Update Intervals</b>
Sev 1	<b>"Sev 1 Error"</b> means a catastrophic Event causing a complete (100%) loss of a key feature of the CONTRACTOR Services	30 minutes	8 hours
Sev 2	<b>"Sev 2 Error"</b> means a non-catastrophic Event causing a significant component of the CONTRACTOR Services to fail or to perform materially different than expected, creating significant inconvenience to an End Customer or County	For Events reported during normal business hours (8am to 5pm Pacific Time Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of the next business day	24 hours
Sev 3	<b>"Sev 3 Error"</b> means an Event that: (a) has minimal current impact on End Customer or County, and (b) causes a malfunction of a nonessential CONTRACTOR Services feature	For Events reported during normal business hours (8am to 5pm Pacific Time Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	As appropriate

### **2. Points of Contact and Escalations.**

County may contact CONTRACTOR's customer support by the following methods:

**EXHIBIT B**

1. Telephone support - Toll Free (877) 998-2639
2. Email support - [support@tabletcommand.com](mailto:support@tabletcommand.com)
3. In App Support - Support requests can be submitted from within the Tablet Command application - recommended

For Sev 1 Events, CONTRACTOR will provide continual support until the Event is resolved and Sev 1 Events shall count as unscheduled downtime in determining whether CONTRACTOR has achieved its service uptime requirements.

**3. Remedies:** For each 4 hours of downtime exceeding the promised uptime of 99.99%, County shall receive a service credit of 5% of the current year annual fees to be applied to future invoices as determined by County.

**4. Change Control Management/Update Management.** Implementation of Updates/Maintenance – CONTRACTOR Services: CONTRACTOR will ensure that any planned maintenance and update events within the CONTRACTOR Services will be executed in a professional manner. Proper execution includes advance notification to County by CONTRACTOR.

Service Interruptions and Advanced Notification Requirements – CONTRACTOR Services: CONTRACTOR will provide County with at least 24 hours advance notice via e-mail, to [ecdmgr@countvofmonterey.gov](mailto:ecdmgr@countvofmonterey.gov), of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on the CONTRACTOR Services.

**5. Emergency Maintenance.** CONTRACTOR shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to County. “Emergency” shall mean that CONTRACTOR has become aware of a problem that, if an immediate remedy is not implemented, will prevent CONTRACTOR from continuing to support and provide the elements and aspects of the CONTRACTOR Services. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether CONTRACTOR has achieved its service uptime requirements.

(end of Exhibit B)

**Additional Terms to Agreement 1520-25008  
Tablet Command, Inc.**

The followings terms are incorporated into this Agreement between the County of Monterey (hereinafter County) and Tablet Command, Inc. (hereinafter CONTRACTOR).

1. ***Additional Insurance Requirements:*** In addition to the requirements listed in Section 9.0 INSURANCE REQUIREMENTS of the COUNTY OF MONTEREY STANDARD AGREEMENT, the CONTRACTOR shall maintain in force no less than the insurance coverages set forth as follows:

***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

2. ***License Grants and Restrictions.***

- a. ***License Right.*** CONTRACTOR grants County 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.*** County 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 CONTRACTOR 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 CONTRACTOR.*** County grants CONTRACTOR 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. Other than shared data as configured by the agencies using the services, CONTRACTOR will not sell or otherwise give any data generated from or otherwise related to County’s use of the Services to any third parties without County’s express, written consent.
- d. ***Restricted Use of the Services.*** The Services are not a substitute for sound fire management techniques and practices in emergency situations. County 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 CONTRACTOR may establish general practices and limits concerning use of the Services with reasonable advance notice to County and where CONTRACTOR complies with COUNTY'S retention policy requirements. County 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 CONTRACTOR makes it available. Without limiting any other remedies, the CONTRACTOR may suspend or terminate any Authorized User account if the CONTRACTOR suspects that an Authorized User has engaged in unlawful or prohibited activity in connection with the Services. The CONTRACTOR acknowledges and understands that certain portions of the Services may require and utilize phone service, data access or text messaging capability.
  - ii. The CONTRACTOR may terminate an Authorized User's account for the following reasons: (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 CONTRACTOR's termination of any Authorized User's access to the Services may be affected without notice and, on such termination, the CONTRACTOR may immediately deactivate or delete such Authorized User's account and/or prohibit any further access to files or data from such account. The CONTRACTOR shall not be liable to the County, 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.

### 3. *Privacy Compliance.*

- a. ***Personal Information Defined.*** "Personal Information" for purposes of this section means information that the CONTRACTOR processes on County'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 CONTRACTOR may use and disclose Anonymized Information without limitation or restriction.

- b. ***Restrictions on Use.*** Unless specifically directed or authorized by County, the CONTRACTOR 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 County’s Personal Information with Personal Information the CONTRACTOR processes on behalf of third parties or itself to the extent prohibited by applicable privacy and data security laws. Notwithstanding the foregoing, the CONTRACTOR may retain, use, or disclose Personal Information as reasonably necessary to fulfill or demonstrate compliance with its legal obligations.
- c. The County and each Authorized User will use the Services in compliance with all applicable laws and regulations.
- d. ***Data Security.*** The CONTRACTOR 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 CONTRACTOR will (i) encrypt all Personal Information while in transit from/to the County or a third party designated by the County to/from the CONTRACTOR 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 CONTRACTOR imposing privacy, data security, and confidentiality obligations on such subcontractors no less stringent than those imposed on the CONTRACTOR in this Agreement. The County gives consent to the CONTRACTOR’s use of subcontractors to process Personal Information on the County’s behalf so long as the foregoing criteria are satisfied, and the County waives any right it may have under applicable privacy and data security laws to receive notice of the CONTRACTOR’s appointment or removal of any subcontractor. The County will not knowingly introduce, or negligently permit to be introduced, into the CONTRACTOR’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 CONTRACTOR’s computer systems, databases, hardware, or software.
- e. ***Cooperation.*** The CONTRACTOR will reasonably cooperate with County, (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 County'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 CONTRACTOR receives a data subject request relating to Personal Information, the CONTRACTOR will notify such data subject that it is unable to respond to the request without authorization from the County and will direct such data subject to contact the County directly to make the request.

- f. **Notice of Noncompliance.** The CONTRACTOR will provide notice to the County if the CONTRACTOR determines it can no longer process your Personal Information in compliance with this Agreement or applicable privacy and data security laws. The County may, at CONTRACTOR's cost and upon at least thirty (30) days prior written notice to the CONTRACTOR, take reasonable and appropriate steps to mitigate the CONTRACTOR's processing of Personal Information that is not in compliance with this Agreement or applicable privacy and data security laws.
- g. **Audit.** No more than once per twelve-month period, at the County's cost, the County or its designee may audit the CONTRACTOR's data security and privacy practices related to Personal Information. The County will provide at least thirty (30) days' prior written notice of its intent to conduct such audit and will reasonably cooperate with the CONTRACTOR to minimize disruption to the CONTRACTOR's day-to-day business operations as a result of such audit.
- h. **Personal Information Retention.** Upon termination of the County's account, the CONTRACTOR will return or destroy, at the County's option, the Personal Information the CONTRACTOR processes on the County's behalf. Notwithstanding the foregoing, if return of such Personal Information is impractical, the CONTRACTOR may destroy such Personal Information. Further notwithstanding the foregoing, the CONTRACTOR 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 CONTRACTOR's business and (ii) as reasonably necessary to fulfill or demonstrate compliance with its legal obligations or to defend or pursue a legal claim.
- i. **Opt-In Data Disclosures.** From time-to-time the CONTRACTOR may make available features or integrations that permit County to make certain data, which may include Personal Information, available to other CONTRACTOR customers or to third parties. If County opts-in to the use of such features or integrations, County authorizes CONTRACTOR to make County's data available as explained during the opt-in process. County agrees that CONTRACTOR will have no liability to County related to data disclosed to other CONTRACTOR customers or third parties in connection with such features or integrations. County may withdraw its consent at any time by providing written notice to CONTRACTOR at the address for notices, or via an email message sent to support@tabletcommand.com.

- j. **AVL Data.** The CONTRACTOR is hereby authorized to share Automatic Vehicle Location (“AVL”) and incident data with other CONTRACTOR customers. County acknowledges and agrees that CONTRACTOR will have no liability to County related to AVL data shared with other CONTRACTOR customers. CONTRACTOR acknowledges and agrees that County 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.

*(end of Exhibit C)*