Tablet Command
Service Agreement

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

Whereas, an important value of **City of Stockton, Fire Department** is to operate a strong, sustainable, reliable, shared incident command management system, and it is a goal of Customer that all Battalion Chiefs manage incidents using a standardized command system; and

Whereas, City of Stockton, Fire Department believes that a common or shared incident command system will produce a more reliable and standardized operational picture and benefit the department as a whole; and

Whereas, City of Stockton, Fire Department recognizes that the following will improve safety on the fireground:

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

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

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

1. Services. During the Term: (a) Customer shall direct incident data to an application programming interface (API) to be provided by Tablet Command. This data will be directed to: https://api.tabletcommand.com and (b) Tablet Command shall provide (i) System activation, including CAD integration, initial user training and orientation, and ongoing customer support.

2. Fees.

A. **Company** shall provide Services in consideration for the fees set forth in quote(s) provided to and approved by the customer. **Company** shall issue periodic invoices commencement of the agreement and annually on the commencement anniversary date. **Customer** agrees to pay such amounts within **thirty (30) days**.

B. **Customer** agrees that price increases of up to 5% annually may be implemented throughout the term of this agreement, however, at <u>no time</u> will pricing exceed current retail pricing published by the **Company.**

C. **Customer** may implement changes to service levels at any time throughout the term of the agreement with thirty (30) days written notice to the **Company.** At the time of such change requests, an itemized quote will be provided detailing any credits or additional costs generated by the changes. Credits will be applied to the account; additional costs will be invoiced to **Customer. Customer** agrees to pay such amounts within **thirty (30) days**.

3. Term. The term of this Agreement will begin on the Effective Date and will continue for five (5) years. Either Party may terminate upon thirty (30) days written notice for any reason.

4. Confidentiality and Data Security.

A*. Definition*. "**Confidential Information**" means any non-public information that relates to Tablet Command 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 of such Confidential Information.

C. Tablet Command commits to the following standards of data security. (i) Data will only be utilized by Tablet Command, Inc (dba Tablet Command) (ii) Data will not be shared with any third party; (iii) Any data will be encrypted while in transit via SSL 256 bit AES encryption or equivalent; (iv) Data will be stored on a secure server in a SSAE 16

certified data center. (v) Customer can stop sending data at anytime for any reason without any liability to Tablet Command.

5. *Ownership*. The Parties agrees 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 Tablet Command (collectively, "**Inventions**"), solely or in collaboration with others, that relate in any manner to the business of Tablet Command are the sole property of Tablet Command, except the extent of any Customer Confidential Information.

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

7. *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 Joaquin and the parties waive any objection to personal jurisdiction or venue in any forum located in that county.

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

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

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

This Agreement may be executed simultaneously in two or more counterparts, or by facsimile, each one of which shall be deemed an original, and all of which shall constitute one and the same instrument.

-Signature page to follow-

Customer	Tablet Command, Inc.
By:	By:
Name:	Name: Van Riviere
Title:	Title: President, CEO
Date:	Date: 2/13/2020
Address for Notice: City Manager City of Stockton 425 N. El Dorado St. Stockton, CA 95202	Address for Notice: 8 Fallen Leaf Court Lafayette, CA