

Tablet Command Service Agreement



This Agreement (“**Agreement**”) is entered into as of **October 2, 2023** (“**Effective Date**”) by and between **Tablet Command, Inc.**, (the “**Company**”), and Louisville / Jefferson County Metro Government herein referred to as Louisville Fire or (the “**Customer**”). Company and Customer shall be individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

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

Whereas, the Customer believes that a common or shared notification, response, and incident management 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” and Customer agrees to the following: (a) Customer shall direct incident data to <https://api.tabletcommand.com>, and (b) Company shall provide (i) System 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, and ongoing customer support. Prior to use of the Services and Mobile Application (as defined in the EULA), Customer users will be required to agree to the terms of an End User License Agreement (“EULA”). The terms of the EULA are binding on the Customer and are incorporated by reference into this Agreement.

2. *Fees.* Company shall provide the Services in consideration for the fees set forth in the quote(s) provided to and approved by the Customer. Company will issue periodic invoices and Customer agrees to pay such amounts within thirty (30) days of receipt.

3. *Term.* The term of this Agreement will begin on the Effective Date and will continue until the earlier of (i) one year from the Effective Date, or (ii) upon ten (10) days written notice by either Party to the other for any reason. At least thirty (30) days prior to the end of the applicable term, Company will send Customer a quote for the next one year period. If Company and Customer agree to a quote, the term of this Agreement will extend for the period stated in the agreed upon quote.

4. *Confidentiality*

A. *Definition.* “**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 section 4(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.

D. *Remedies.* 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.

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 Company (collectively, "**Inventions**"), solely or in collaboration with others, that relate in any manner to the business of Company are the sole property of Company, except the extent of any Customer Confidential Information.

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.

8 . *Miscellaneous.*

A. *Governing Law; Venue.* This Agreement shall be governed by the laws of the State of Kentucky without regard to Kentucky'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 Kentucky and the parties waive any objection to personal jurisdiction or venue in any forum located in that state.

B. *Assignability.* This Agreement may not be assigned by Customer, including by operation of law, without the prior written consent of 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. *Records Audit.* COMPANY shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of COMPANY's costs which are chargeable to Customer under this Agreement;

and Customer shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by COMPANY shall include (without limitation): (a) payroll records accounting for total time distribution of COMPANY's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for COMPANY's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

(q) 2. Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein;

or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

(r) 3. COMPANY shall reveal any final determination of a violation by COMPANY or its subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to COMPANY or its subcontractor. COMPANY shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to COMPANY or its subcontractor for the duration of this Agreement. OK

If the Contractor receives from the Metro Government any “personal information” as that term is defined in Kentucky Revised Statutes Section 61.931(6), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices located at <https://kydlgweb.ky.gov/Documents/Legal/InformationSecurityPoliciesProcedures.pdf>, and that are reasonably designed to protect the personal information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

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

-Signature page follows-

Customer	Tablet Command, Inc.
By: <small>DocuSigned by:</small> <i>Brian C. O'Neill, Col.</i> <small>FB254BE9E5C0481...</small>	By: <small>DocuSigned by:</small> <i>William Pigeon</i> <small>DD9E679208AA4F3...</small>
Name: Brian C. O'Neill, Col.	Name: William Pigeon
Title: Chief Louisville Fire Department	Title: CEO
Address for Notice: 1135 West Jefferson Street Louisville, KY 40203	Address for Notice: Tablet Command, Inc. 822 Hartz Way, Suite 235 Danville, CA 94526