



PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: Burbank Police Department	Contact: Rafael Quintero
Address: 200 N 3rd St, Burbank, CA 91502	Phone: 818-238-3333
Email: rquintero@burbankca.gov	Email (For Invoice Receipt):

Peregrine Services
Pricing Expiration: The following fee schedule is available to the Customer if Order Form is signed on or before July 31, 2026.
Effective Date: August 31, 2026
Initial Term: From the Effective Date through August 30, 2027 ("Initial Term").
Description: Annual license subscription to the Peregrine platform.
Service Fee: Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of \$125,000 annually for the Initial Term within 30 days of the Effective Date.
Option Periods: The Customer has the option to continue use of the Service for up to two (2) optional annual terms as follows: a. Option Year 1: \$128,750 within 30 days of August 31, 2027 b. Option Year 2: \$132,612 within 30 days of August 31, 2028
Users: Customer may allow an unlimited number of employees of the Burbank Police Department to access and use the Service, provided that such access is solely for Customer's internal business purposes and not for the benefit of any third-party.
Ancillary Services: In Accordance with Section 2.2 of the Terms and Conditions, Peregrine will provide Ancillary Services as part of the Service, including implementation, configuration, initial data integrations, onboarding, and training necessary to enable Customer's use of the Service. Peregrine will provide Customer with an introductory training session that includes an overview of the Service, background on accessible data sources as of the Effective Date, and an introduction to the analytic capabilities of the Service. Any services requested by Customer that are outside the scope of the Ancillary Services described herein (" Additional Services "), including with respect to data integrations that are not set forth in this Order Form, shall be subject to mutual written agreement of the parties, including with respect to fees, and will be set forth in a separate statement of work.

Data Integrations: The Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Versaterm CAD, Versaterm RMS, Axon Evidence.com, Axon Fleet 3 LPR, Genetec LPR, Legacy Tiburon RMS, OnPoint scanned documents, NCIC Jail Calls, Crossroads, Flock ALPR and Equature audio recordings.

The fee schedule above includes support for up to 75 million annual LPR reads and a 30-day retention of LPR detections, as well as up to 5TB of total storage across OnPoint scanned documents and Equature audio recordings.

The Customer is responsible for any third-party API or data access fees.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the "**Terms and Conditions**," and together with this Order Form, the "**Agreement**"). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine

By: _____

Name: Matt ChandlerTitle: Vice President, Pre-SalesDate Signed: 7/29/2026**Customer**

By: _____

Name: _____

Title: _____

Date Signed: _____

Attest: _____

Name: _____

Approved as to Form
Office of the City Attorney

By: Jina Oh
Title: Chief Assistant City Attorney
Date: 7/29/26

Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form ("**Order Form**") by Peregrine Technologies, Inc. ("**Peregrine**") to the Burbank Police Department ("**Customer**"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"Ancillary Services" has the meaning specified in Section 2.2.

"Authorized Sharing" means the disclosure of Customer Data to one or more third parties solely to support Customer's operational needs, as expressly permitted in a separate written agreement between Peregrine and Customer. Any such sharing will occur only as specifically authorized by Customer and implemented by deliberate configuration within Peregrine's platform. Customer Data will not otherwise be disclosed to any third party.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

"Client-Side Software" means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

"Criminal Justice Information Services Division" or "**CJIS**" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"Customer Data" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Usage Analytics.

"Customer-Owned or Licensed Products" means software, services, databases, or systems owned by Customer or licensed by Customer from a third party, which interoperate with the Service.

"Documentation" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"Embedded Components" means third-party technologies incorporated into Peregrine's platform and provided as part of the Service.

"Personal Information" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

"Peregrine Technology" means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Ancillary Services. Peregrine Technology does not include Embedded Components.

"Service" means Peregrine's proprietary platform, consisting of a hosted web-based interface and the Client-Side Software.

"SOW" has the meaning specified in Section 2.2.

“Third-Party Data” means data or content made available through the Service that originates from a source other than Peregrine or Customer, and that Peregrine is authorized to provide access to as part of the Service. Third-Party Data does not include Customer Data or data accessed through Customer-Owned or Licensed Products.

“Usage Analytics” means data relating to the operation, support, and/or Customer’s use of the Service, including logs, telemetry, operational metrics, performance data, and other technical information generated in connection with such use. Usage Analytics does not include Customer Data but may be derived from Customer’s interaction with the Service. Peregrine owns all right, title, and interest in Usage Analytics. Peregrine may use Usage Analytics solely for internal business purposes to operate, maintain, and improve the Service, to develop new features, and for security and compliance uses.

“Users” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. **License Grant.** During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Peregrine shall license the Service to Customer on a nonexclusive, non-transferable, and non-sublicensable basis and permit Customer to (a) access and use the Service for Customer’s internal business purposes and (b) download, install and use any Client-Side Software for such purposes.

2.2. **Ancillary Services.** Peregrine will provide Ancillary Services as part of Customer’s use of the Service, as described in the Order Form. Unless otherwise expressly stated in the Order Form, Ancillary Services are included in the fees set forth therein and do not require a separate statement of work.

From time to time, Customer may request, and Peregrine may agree to provide, services that are outside the scope of Ancillary Services (**“Additional Services”**). Any such Additional Services will be described in a separate written statement of work executed by the parties (each, an **“SOW”**), which will set forth the applicable scope, assumptions, and fees.

To the extent any Ancillary Services or Additional Services result in any software code or other tangible work product (**“Work Product”**), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer’s authorized use of the Service under this Agreement.

Customer shall permit Peregrine access to Customer’s offices and any other facilities necessary for Peregrine to provide Ancillary Services and any Additional Services, as applicable, provided that Peregrine shall comply with Customer’s standard security requirements, including escort requirements and background checks, as applicable.

2.3. **Access and Policies.** Customer will permit Peregrine access to Customer’s offices and any other facilities necessary for Peregrine to provide the Service, provided that Peregrine shall comply with Customer’s standard security requirements, including escort requirements and background checks, as applicable, Technical Support, and any Ancillary Services. Peregrine agrees to, and cause its personnel to, abide by Customer’s facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine personnel to have offsite access to Customer Data and the Customer’s production platform for the Service in order to provide the Service, Technical Support, and Ancillary Services (and, if applicable, any Additional Services), provided that Peregrine shall comply with Customer’s standard security requirements. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access. Peregrine further agrees to comply with Customer’s security policies related to Customer Data, including any local, state, or federal laws that regulate access and dissemination of law enforcement records.

2.4. **Compliance with Applicable Laws.** Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. **Licenses and Permits.** As applicable, Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. **Nondiscrimination and Equal Opportunity.** Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. **Suspension.** Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) Customer's use of the Service is in violation of applicable law or the usage restrictions set forth herein; (v) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (vi) Peregrine's provision of the Service to Customer or any User is prohibited by applicable law; or (vii) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. **Customer-Owned or Licensed Products.** The Service may interoperate with Customer-Owned or Licensed Products. Customer is solely responsible for obtaining and maintaining all necessary rights to Customer-Owned or Licensed Products, and Peregrine is not responsible for their availability, performance, or compliance. Customer represents and warrants that it has all necessary rights, power, and authority to authorize Peregrine to access and transmit Customer Data from Customer-Owned or Licensed Products into the Service. Customer's use of Customer-Owned or Licensed Products remains subject to the applicable terms and conditions for those products. The availability of integrations with Customer-Owned or Licensed Products may depend on the continued support of those products and their interfaces by the applicable third-party provider. Peregrine will make commercially reasonable efforts to maintain integrations but is not responsible for changes to or discontinuation of such products or their interfaces, or for any unavailability, interruption, or loss of data to the extent caused by Customer-Owned or Licensed Products. Peregrine will not share Customer Data with third-party providers without Customer's consent.

2.9. **Embedded Components.** The Service may include Embedded Components. Embedded Components are provided as part of the Service, do not require Customer to obtain separate licenses, and are subject to the same security standards and controls as the rest of the platform. Peregrine will provide Customer with reasonable advance notice of any such Embedded Components that materially impact the Customer's user experience. Embedded Components do not create any independent right or mechanism for sharing Customer Data with third parties.

2.10. **Open Source Components.** Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. **Generally.** Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d) ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. **Use Restrictions.** Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement or in violation of applicable law. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way.

3.3. **CJIS Requirements.** Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. **Operation Restrictions.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service

at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. Access and Policies Timely and sufficient access is essential to Peregrine's ability to deliver the Service. Customer will provide Peregrine with the access reasonably necessary to deliver the Service and any Ancillary Services, including access to designated systems and environments as agreed by the parties. Such access may include remote access where agreed by the parties. Peregrine's obligations under this Agreement are conditioned on Customer providing such access, and Peregrine will not be liable for delays or failures in performance to the extent Customer does not do so. Any onsite access to Customer facilities will be subject to Customer's standard security requirements, including escort requirements and background checks where applicable. Peregrine personnel accessing Customer systems or facilities will comply with Customer's reasonable security and conduct policies of general applicability.

3.6. Customer Logo. Customer grants Peregrine the right to use Customer's name and logo in Peregrine's marketing materials, website, and customer lists to identify Customer as a user of the Service.

3.7. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

3.8. Customer's Use of the Service. Customer acknowledges that the Service, and/or any Customer Data or Customer-Owned or Licensed Products integrated into the Service, may contain errors, omissions, or incomplete information. Customer remains solely responsible for independently verifying all information and all decisions and actions taken based on information generated by the Service.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Unless otherwise provided herein, Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer is responsible for all sales, use, excise, value-added, goods and services, consumption, and other similar taxes and duties of any kind imposed by any governmental authority in connection with this Agreement, other than taxes imposed on Peregrine's net income, property, or employees. If Customer claims exemption from any such taxes, Customer will provide Peregrine with all required documentation to evidence its tax-exempt status. If Customer is required by law to withhold taxes from payments to Peregrine, Customer will provide prompt notice to Peregrine and will cooperate in good faith to minimize such withholding.

5. Proprietary Rights. Peregrine owns and shall retain all rights in the Peregrine Technology, the Documentation and the Usage Analytics, including all improvements, modifications, derivative works, configurations and integrations developed in connection with Customer's use of the Service. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. Customer retains all right, title, and interest in Customer Data.

6. Data Access, Sharing and Security.

6.1. Customer Data. Customer hereby grants Peregrine a non-exclusive worldwide license to use access, store reproduce, process, transmit and display and Customer Data as necessary to provide the Service, including to provide Technical Support, Ancillary Services, and any Additional Services, as applicable. Peregrine may choose to terminate the provision of any Customer Data via the Service if the

provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2. **Usage Analytics.** Customer agrees that Peregrine may generate Usage Analytics about Customer's usage of the Service, including operating, maintaining, securing and improving the Service and developing new features and/or functionality. Customer agrees that Peregrine may use such Usage Analytics for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services. Upon instruction, Peregrine shall destroy Usage Analytics with respect to Customer following termination of this Agreement.

6.3. **CJIS Security Policy.** Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.4. **Processing of Personal Information.** Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <<https://peregrine.io/privacy-policy/>> and Peregrine's Platform Privacy Policy <https://peregrine.io/platform-privacy-policy/>, each incorporated by reference herein. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. **Sensitive Information; Marking Requirements.** To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

6.6. **Third-Party Data.** Any Third-Party Data provided to Peregrine in connection with Peregrine's provision of the Service is subject to the ownership rights and retention policies of the applicable third-party provider. Customer's rights to use such Third-Party Data are limited to those expressly granted to Peregrine by such third-party provider. Peregrine makes no representations or warranties regarding Third-Party Data and Peregrine is not responsible for the accuracy, timeliness or completeness of Third-Party Data. Both Customer and Peregrine agree to use commercially reasonable efforts to maintain Customer's access, and facilitate Peregrine's access, to such Third-Party Data during the term of this Agreement. Peregrine may suspend or terminate access to Third-Party Data for inclusion in the Service if (a) Peregrine's rights to provide such data expire or are terminated, or (b) continued provision of such data would materially impair the Service.

7. Confidentiality.

7.1. **Definition of Confidential Information.** The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than

reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. **Exceptions.** The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (d) is received from a third party without breach of any obligation owed to the Disclosing Party; or (e) has been distributed pursuant to Customer's request in connection with Authorized Sharing (as separately agreed between the Parties).

7.4. **Public Records Acts.** Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records. Customer agrees to use commercially reasonable efforts to provide notice before any disclosure of Peregrine's confidential or proprietary information.

7.5. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. **Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD-PARTY DATA, CUSTOMER-OWNED OR LICENSED PRODUCTS AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. PEREGRINE DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION GENERATED BY THE SERVICE.

9. Indemnification.

9.1. **Indemnification by Peregrine.** Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than

Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("**Peregrine Indemnified Parties**") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement or in violation of applicable law; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "**Peregrine Claim**"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

9.3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. **Data.** Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing, Peregrine may retain and use Usage Analytics in perpetuity.

11.4. **Survival.** The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.2, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1. **Insurance.** Peregrine shall maintain the insurance coverages described on **Appendix A: Insurance Requirements**.

12.2. **Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. **Peregrine's Books and Records.** To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. **Force Majeure.** Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. **Additional Government Terms.** Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as **Appendix B: Additional Government Terms** and will govern to the extent of any conflict with any other term of this Agreement.

12.6. **Export Controls.** Customer shall comply with all applicable export control laws and sanctions regulations. Customer shall not use the Service in violation of U.S. export control or trade sanctions laws.

12.7. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Chief Legal Officer, Peregrine Technologies, legal@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. **Waiver; Cumulative Remedies Severability.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. **Governing Law.** This Agreement shall be governed by the laws of California. The state courts located in Los Angeles County, CA or in the United States District Court for the Central District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. **Construction.** The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion.

12.12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

Appendix A: Insurance Requirements

1. Insurance Coverage Requirements

Peregrine shall maintain the insurance coverage described in this Appendix during the Term of the Agreement, subject to the terms and conditions of the applicable insurance policies. Peregrine may satisfy the insurance requirements of this Appendix through equivalent insurance coverage or successor policies maintained as part of Peregrine's insurance program.

1.1 Workers' Compensation and Employer's Liability

Peregrine shall maintain Workers' Compensation insurance as required by applicable law and Employer's Liability insurance for personnel performing work under this Agreement.

1.2 Commercial General Liability and Automobile Liability

Peregrine shall maintain:

- **Commercial General Liability insurance** written on an occurrence basis; and
- **Automobile Liability insurance** covering owned, hired, or non-owned vehicles where applicable,

with limits of not less than:

- **\$1,000,000 per occurrence**, and
- **\$2,000,000 aggregate**.

Such insurance applies solely to liabilities arising from Peregrine's operations under the Agreement, including products/completed operations and contractual liability where applicable.

Peregrine's Commercial General Liability coverage is maintained as part of a company-wide insurance program and is not provided on a per-project aggregate basis, unless otherwise required by applicable law or expressly agreed by the parties in writing. Peregrine's insurance program is not maintained on a project-specific basis.

[Additional Insured (Upon Request)]

Upon Customer's written request, Customer and its officers, officials, employees, and agents may be included as additional insureds under Peregrine's Commercial General Liability policy with respect to liability arising from Peregrine's performance of the Services, subject to the terms and limitations of the applicable policy.

If Customer is included as an additional insured, Peregrine's insurance shall be primary and non-contributory with respect to any insurance maintained by Customer.

Policies shall include severability of insureds provisions.]

1.3 Technology Errors and Omissions / Cyber Liability

Peregrine shall maintain Technology Errors and Omissions and Network Security & Privacy Liability (Cyber Liability) insurance with limits of not less than **\$1,000,000 per claim or in the aggregate**, covering liabilities arising from errors, omissions, or negligent acts in the performance of the Services, including liabilities arising from security incidents, unauthorized access to systems, or breaches of confidential or personal information.

Such coverage may be provided under a single policy or combined insurance program, and may also be provided through layered primary and excess policies that together satisfy the required limits.

If the coverage is written on a claims-made basis, Peregrine shall maintain such coverage during the Term of the Agreement and for at least three (3) years thereafter, or maintain equivalent extended reporting coverage.

1.4 Excess / Umbrella Liability

The insurance limits required under this Appendix may be satisfied through a combination of primary, umbrella, or excess liability insurance policies.

2. General Insurance Conditions

Evidence of Insurance

Upon request, Peregrine shall provide certificates of insurance evidencing the coverage required under this Appendix. Certificates of insurance are provided for informational purposes only and do not amend, extend, or alter the coverage provided by the applicable insurance policies.

Certificates of insurance shall not be deemed to modify, expand, or otherwise affect the insurance coverage provided by the applicable policies. Nothing in this Appendix shall be construed to create any rights in any third party, including any certificate holder.

Insurers

Insurance shall be placed with insurers authorized to conduct business in the applicable jurisdiction and having a financial rating of at least A-, VII or better by A.M. Best, or an equivalent rating agency.

Deductibles / Retentions

Any deductibles or self-insured retentions shall be the sole responsibility of Peregrine.

Waiver of Subrogation

To the extent permitted by applicable insurance policies and law, Peregrine's insurance policies shall include waivers of subrogation in favor of Customer.

Subcontractors

Peregrine shall require subcontractors performing Services to maintain insurance appropriate to the work performed or to be covered under Peregrine's insurance.

Cancellation or Material Change

Peregrine shall provide reasonable notice of cancellation or material reduction in coverage if such notice is received from the insurer.

3. Effect on Liability

The insurance requirements set forth in this Appendix are not intended to and shall not expand, modify, or increase either party's liability beyond the limitations of liability set forth in the Agreement. The insurance limits required under this Appendix shall not be interpreted as a representation of the maximum liability of either party.

Appendix B: Additional Government Terms

Provisions for California Public Entities

Compliance with Applicable California Laws. Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

Political Reform Act Conflicts. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

California State Auditor Requirements. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Approved as to Form
Office of the City Attorney
By: Jina Oh
Title: Chief Assistant City Attorney
Date: 7/28/26