#### INFORMATION SHARING AGREEMENT MEMORANDUM OF UNDERSTANDING

#### 1. PURPOSE

This Memorandum of Understanding (MOU) between the City of Redondo Beach, a chartered municipal corporation on behalf of its Police Department ("the Agency") and Darius Labs Inc., a Delaware corporation ("the Vendor"), hereinafter referred to as the "parties," establishes the responsibilities of both parties with regard to the exchange and protection of **Criminal Justice Information (CJI)**, in compliance of the Criminal Justice Information Standards (CJIS) Security Policy.

#### 2. BACKGROUND

The Agency requests the Vendor to access, process, and provide automated report services for data from body cam footage through Digital Evidence Management System (DEMS), Computer Assisted Dispatch (CAD) data, and other data sources and records when available. The Vendor will process this data securely in accordance with the CJIS Security Policy and any applicable federal, state, and local regulations.

#### 3. AUTHORITY

This MOU is entered under the authority provided by federal, state, or local regulations governing the use of **CJI** and related services.

#### 4. TERM

This MOU shall commence on September 3, 2025 (the "Effective Date"), and shall expire on December 2, 2025 (the "Term"), unless otherwise terminated as herein provided. Upon expiration, the parties may negotiate a renewal or separate licensing agreement for continued use of the Vendor's software and services. For clarity, the survival provisions in Section 28 shall apply notwithstanding expiration.

#### **5. TERMINATION**

Either party may terminate with thirty (30) days' written notice. Upon termination, the Vendor shall provide transition assistance, including data export and system migration support as described in Section 9.

#### 6. SCOPE

#### A. The Vendor agrees to:

- a. Maintain the security and confidentiality of all CJI in accordance with the CJIS Security Policy.
- b. Use secure cloud services (e.g.: **AWS GovCloud**), secure APIs (e.g.: **Axon API**), and secure platforms (e.g.: **Evidence.com**) to process and store CJI, as reflected in the Software Bill of Materials.
- c. Monitor and review all security controls regularly to ensure compliance with CJIS

- standards.
- d. Respond to any data breaches or security incidents following discovery, and notify the Agency within 24 hours of detection without unreasonable delay.

# B. The Agency agrees to:

- a. Provide the Vendor with accurate and up-to-date body cam footage, CAD data, and other required records, generally through Application Programming Interface (API) access to the agency's DEMS and CAD systems.
- b. Ensure that data provided to the Vendor is accurate and up to date.
- c. Cooperate fully in the investigation of any security incidents or breaches involving shared CJI.
- d. Designate a point of contact (POC) for all communication related to this MOU and the security of CJI.
- e. Ensure all personnel involved in data exchange with the Vendor have completed appropriate CJIS Security Awareness Training.

#### 7. DATA OWNERSHIP

The Agency retains sole ownership of all data provided to or generated by the Vendor, including but not limited to body camera footage, police reports, and metadata ("Agency Data"). The Vendor shall have no rights to use Agency Data for any purpose beyond the scope of this MOU, including but not limited to training Al models, marketing, or sharing with third parties, except as expressly authorized by the Agency in writing.

#### 8. INTELLECTUAL PROPERTY RIGHTS

- A. The Agency owns all intellectual property rights to outputs generated from Agency Data, including police reports and templates.
- B. The Vendor retains ownership of its software and AI models but grants the Agency a non-exclusive, royalty-free license to use the software and outputs during the term of this MOU.

#### 9. DATA EXPORT, MIGRATION, AND RETENTION

- A. The Vendor shall provide the Agency with the ability to export all Agency Data retained by the Vendor in a usable, industry-standard format at any time during the term of this MOU.
- B. The Vendor shall also provide the Agency with system migration support.
- C. The Agency may configure the retention period for Agency Data stored by the Vendor, in compliance with applicable laws and Agency policies.

#### 10. SECURE DELETION UPON TERMINATION

Upon termination of this MOU, the Vendor shall securely delete all Agency Data, including backups, from its systems and those of any subcontractors within thirty (30) days, in compliance with CJIS Security Policy standards. The Vendor shall provide written certification of secure deletion to the Agency within 10 days of completion.

#### 11. SUBCONTRACTOR OBLIGATIONS

The Vendor shall ensure that all subcontractors or third parties processing Agency Data comply with the terms of this MOU. The Vendor shall notify the Agency in writing of any new subcontractors at least thirty (30) days prior to their engagement.

#### 12. SECURITY REQUIREMENTS

All actions under this MOU will be conducted at an unclassified level. No classified information will be exchanged. Both parties shall adhere to the CJIS Security Policy's data handling, encryption, and access control requirements. The Vendor shall notify the Agency of any security incidents involving Agency Data within 24 hours of discovery. This MOU shall be reviewed annually for CJIS compliance.

#### 13. AUDIT AND MONITORING RIGHTS

The Agency may conduct audits of the Vendor's systems, processes, and records related to Agency Data, with reasonable notice, to verify compliance with this MOU and applicable laws. The Vendor shall cooperate fully with such audits.

#### 14. FUNDING

Each party will fund its own activities unless otherwise agreed in writing. This MOU does not involve the transfer of funds and is subject to budgetary approval and availability.

#### 15. CONFIDENTIALITY

- A. "Confidential Information" means all Agency Data, and any proprietary information of the Agency or Vendor that is designated as confidential or reasonably understood to be confidential given its nature or disclosure circumstances.
- B. To the extent permissible under law, the Vendor shall not disclose or use Confidential Information for any purpose beyond the performance of this MOU without the Agency's prior written consent.
- C. The Vendor shall protect Confidential Information in compliance with the CJIS Security Policy.
- D. If the Vendor is compelled by law to disclose Confidential Information, it shall provide the Agency with prior written notice (to the extent legally permissible) and reasonable assistance, at the Vendor's cost, to contest or limit disclosure.
- E. The Agency may seek injunctive relief for any breach or threatened breach of this section, in addition to other remedies.
- F. This section survives termination of this MOU.

#### 16. INDEMNIFICATION

The Vendor shall defend, indemnify, and hold harmless the Agency, its officers, and employees from any claims, damages, or liabilities arising from: (a) the Vendor's negligence, breach of this MOU, data breaches, or non-compliance with applicable laws; or (b) allegations of infringement or misappropriation of a third party's patent, copyright, trade secret, or other intellectual property right arising from the Agency's use of the Vendor's software consistent with this MOU.

#### 17. INSURANCE REQUIREMENTS

The Vendor shall maintain cyber liability insurance with a minimum coverage of \$3,000,000 per incident and general liability insurance with a minimum coverage of \$2,000,000 per incident, naming the Agency as an additional insured. The Vendor shall provide proof of coverage annually.

#### 18. NON-EXCLUSIVITY

This MOU is non-exclusive, and the Agency may engage other vendors for similar services without restriction.

#### 19. INDEPENDENT CONTRACTOR

The parties are independent contractors, and nothing in this MOU is intended to or shall create any agency, partnership or joint venture relationship between them.

#### 20. ASSIGNMENT

Neither party may assign this MOU or its rights or obligations without the other party's prior written consent, including in connection with mergers, consolidations, or reorganizations.

#### 21. ENTIRE AGREEMENT

This MOU, together with any separate licensing agreement executed by the parties, constitutes the entire agreement between the Agency and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements. This MOU may not be modified without the written consent of both parties.

#### 22. DISPUTE RESOLUTION

Any disagreements between the parties regarding this MOU will be resolved through direct consultation between the parties. If resolution is not achieved, either party may escalate the dispute.

#### 23. GOVERNING LAW AND VENUE

This MOU shall be construed in accordance with the laws of the State of

California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

#### 24. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this MOU for causes beyond their reasonable control and occurring without their fault or negligence, including, but not limited to, acts of God, acts of government, civil unrest, natural disasters, epidemic, pandemic, war, or fires ("Force Majeure Event"). In the event of any such Force Majeure Event, the affected party shall give written notice within five (5) days of the Force Majeure Event to the other party and shall use commercially reasonable efforts to promptly mitigate any delay in performance of this MOU.

Further, either party may terminate this MOU without liability to the other if a Force Majeure Event continues substantially uninterrupted for a period of sixty (60) days or more, with written notice to the other party.

Provided however, that if a party is reasonably able to continue its performance under the MOU in a manner that is not significantly detrimental, despite the occurrence of a Force Majeure Event, such party shall continue to comply with its obligations under this MOU.

The party claiming relief under the force majeure clause must demonstrate that they took all reasonable steps to mitigate or avoid the Force Majeure Event and its consequences, and must notify the other party as soon as possible of the steps taken to mitigate or avoid it.

#### 25. EXHIBITS

The following exhibits are attached hereto and are incorporated herein by reference.

- a. Exhibit "A" Including Attachment "A-1". Project Description and/or Scope of Services
- b. Exhibit "B". Term and Time of Completion
- c. Exhibit "C". Compensation

In the event of any conflict between the terms of Exhibits "A", "B", "C", and this MOU, the terms of this MOU shall prevail, including the commencement and expiration dates provided in Section 4.

#### 26. THIRD PARTIES

Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this MOU shall not be considered "third parties."

#### 27. AMENDMENT

This MOU may be amended or modified only by a subsequent written amendment executed by both parties.

#### 28. COMPLIANCE WITH LAWS

Vendor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this MOU, including without limitation all environmental laws, and employment laws.

#### 29. SURVIVAL

FOR THE AGENCY:

The following sections shall survive any termination or expiration of this MOU: Section 7 (Data Ownership), Section 8 (Intellectual Property Rights), Section 9 (Data Export, Migration, and Retention), Section 10 (Secure Deletion Upon Termination), Section 15 (Confidentiality), Section 16 (Indemnification), Section 17 (Insurance Requirements), and Section 22 (Dispute Resolution).

# 

Diane Strickfaden, Risk Manager

#### **EXHIBIT "A"**

#### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

The Agency, in partnership with Vendor, shall launch a pilot program to assess the capabilities of Abel AI report writing platform for deployment by the Agency Police Department (RBPD). The pilot program shall evaluate the platform's ability to generate police reports from body-worn camera (BWC) footage and computer-aided dispatch (CAD) data to improve report-writing efficiency.

#### **Scope of Services**

# 1. Performance Monitoring and Evaluation

- a. Vendor shall provide comprehensive training for both end-users and administrators on the operation of the system
- b. Monthly check-in meetings shall be conducted between Vendor representatives and RBPD's designated project lead (a Lieutenant to be identified).
- c. These sessions shall review report accuracy and reliability, user feedback, and error trends.
- d. Vendor shall assist RBPD with establishing a formal protocol for assessing efficiency improvements, such as time spent on report writing.
- e. Vendor shall perform all services and obligations as outlined in the Vendor's Software Licensing Proposal dated May 19, 2025, attached hereto as Attachment "A-1" and incorporated by this reference, including but not limited to, the pilot program, key features, security features, and next steps.

#### 2. Support and Issue Resolution

- a. Vendor shall implement a structured troubleshooting protocol to ensure the timely resolution of technical issues and system malfunctions.
- b. Vendor shall provide documentation, user support, and system migration assistance as needed.

#### 3. Evaluation Criteria

The pilot shall be evaluated using the following key performance indicators (KPIs)

- a. <u>Accuracy:</u> Percentage of generated reports that require minimal or no correction by officers.
- b. <u>Time Savings:</u> Reduction in average time spent on report writing per incident compared to pre-pilot baselines.
- c. <u>Adoption and Ease of Use:</u> Officer willingness to use the system, as measured by participation rates and post-pilot surveys.
- d. <u>Error Resolution:</u> Timeliness and effectiveness of troubleshooting efforts in response to identified issues.
- e. <u>Operational Reliability</u>: System uptime and responsiveness during use in the field.

This pilot program supports RBPD's ongoing efforts to enhance field efficiency and streamline documentation processes while maintaining the highest standards of data security and integrity.

#### The Vendor agrees to:

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- b. Use secure cloud services (e.g.: AWS GovCloud), secure APIs (e.g.: Axon API), and secure platforms (e.g.: Evidence.com) to process and store CJI, as reflected in the Software Bill of Materials;
- c. Monitor and review all security controls regularly to ensure compliance with CJIS standards:
- d. Respond to any data breaches or security incidents following discovery; and
- e. Notify the Agency within 24 hours of detection without unreasonable delay

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- d. Designate a point of contact (POC) for all communication related to this MOU and the security of CJI; and
- e. Ensure all personnel involved in data exchange with the Vendor have completed appropriate CJIS Security Awareness Training.

# **ATTACHMENT "A-1"**

# **LICENSING PROPOSAL**

See attached licensing proposal.



# SOFTWARE LICENSING PROPOSAL

Date	May 19, 2025
Agency	Police Pooch CA
	Redondo Beach, CA

#### What is Abel?

Abel takes police body camera footage and turns it into completed police reports. Currently American law enforcement officers spend a substantial amount of each of their shifts writing reports - reducing that amount of time to only the minimally necessary to ensure accuracy would increase police effectiveness and availability. This helps departments have more time to engage the community, prevent violent crime, and do the things that matter most to each individual community.

# **Key Features of Abel:**

- Abel fills out both the police report fields and the narrative of your reports
- Multimodal AI that understands body camera images, audio, and video
- Capable of extracting information out of identification documents in videos
- Custom transcription model that handles multiple speakers, background noise, and 80 languages
- Integrates with your existing BWC provider so that reports are ready 15 min after officers finish recording the scene
- Abel works with your existing CAD/RMS, and no data migrations are required

#### Security Features of Abel:

- CJIS compliant, all data is encrypted in transit and at rest
- Data is stored on secure Microsoft/AWS government cloud
- Agencies can configure how long reports are stored

"Abel took what is normally a 45 minute report and made it a 10 minute report"
- Officer Perez, Richmond PD

# **Cost Proposal:**

Abel prices our technology based on agency needs and anticipated case volume and aims to keep pricing simple. Abel does not operate off of a wholesale model, but instead allows agencies to purchase the number of *seats* they believe they will need, one seat for each officer who will use Abel. Each officer with Abel access can create an unlimited number of reports per month.

Abel SKUs	
Stand Alone (Narrative Only)	\$60/seat/month
RMS Integration (Face Sheets & Narrative)	\$100/seat/month

<sup>\*</sup> Cancelable after 6 months with 30 days' notice without penalty

PILOT	
Trial	Free

<sup>\*</sup> Optional pilot may commence as soon as practical at the monthly license fee shown, while commitment to go through the procurement process is ongoing, not to exceed 90 days.

#### Next Steps:

Redondo Beach PD to review and determine number of pilot seats

- Additional product demonstrations are available as needed.
- Visit AbelPolice.com for features.

Abel to conduct a no-cost site visit to discuss process and technical implementation, provide training, and discuss product changes and additional features.

Implementation of pilot product (full feature)

Training and support as needed.

#### Where Can I Learn More About Abel?

Full features and interactive demonstrations are available online via www.AbelPolice.com

Order: Pilot Price: \$0

Terms: 10 officers for 3 months

**Start Date:** May 30, 2025



Name:	 	 _
Title:	 	 
Date:	 	 -
Signature:		

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Name: _		 	
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# **EXHIBIT "B"**

# **TERM AND TIME OF COMPLETION**

**Term.** This Agreement shall commence on September 3, 2025, and shall continue through December 2, 2025, unless otherwise terminated as herein provided.

#### **EXHIBIT "C"**

#### COMPENSATION

Provided Vendor is not in default under this Agreement, Vendor shall be compensated as provided below

- A. **COMPENSATION AMOUNT**. Vendor shall not be compensated under this MOU as this is a zero cost pilot program.
- B. **METHOD OF PAYMENT.** If applicable, Vendor shall provide invoices to the Agency for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to the Agency. Vendor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** Intentionally omitted.
- D. **NOTICE.** Written notices to the Agency and the Vendor shall be given by registered or certified mail, postage prepaid, and addressed to or personally served on the following parties.

<u>Vendor</u>: Darius Labs, Inc.

188 King Street, Unit 502 San Francisco, CA. 94107 Attention: Lucia Castro

Agency: City of Redondo Beach

Redondo Beach Police Department

401 Diamond Street

Redondo Beach, CA 90277 Attention: Finance Analyst

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail, and if personally served, the day of delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
	DUCER		CONTACT John Wallace									
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# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY	NAMED INSURED				
Vouch Insurance Services, LLC	Darius Labs Inc.				
POLICY NUMBER	188 King Street Unit 502 San Francisco, US-CA 94107				
ARRIER NAIC CODE					
	EFFECTIVE DATE:				
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		San Francisco, US-CA 94107								
CARRIER	NAIC CODE									
		EFFECTIVE DATE:								
ADDITIONAL REMARKS										
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,										
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance										
Businessowners Policy HDG.BOP.24.WOUH-QYYU includes a waiver of subrogation for any person or organization that Darius Labs Inc. enters into a written contract with and such contract requires the coverage provided by the endorsement (BP 04 97).										
Additional Insured endorsement (BP 04 48) issued for: City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers (effective 06/04/2025).										
Provided, however, City of Redondo Beach, its officers, elected a that liabilities fall within obligations of Darius Labs Inc. to indemn	and appointed ify such addition	officials, employees, and volunteers is an additional insured only to the extent onal insured pursuant to a written agreement.								
Insurer B: HDG.CEM.24.YG9Q-MBAW, Effective 12/14/2024 - 12/14/2025 Policy Aggregate Liability Limit: \$1,000,000 Cyber Aggregate Liability Limit: \$1,000,000										



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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See	e Additional Remarks Schedule										
CEI	RTIFICATE HOLDER				CANO	CELLATION					
City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers 401 Diamond St, Redondo Beach, CA 90277					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						

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AUTHORIZED REPRESENTATIVE

John Walter

<b>AGENCY</b>	CUST	OMER	ID-	Darius	Labs	Inc.
AGENCI	CUSI	CIVIL	ID.	Danus	Labs	IIIC.

LOC #:



# **ADDITIONAL REMARKS SCHEDULE**

AGENCY		NAMED INSURED		
Vouch Insurance Services, LLC		Darius Labs Inc. 188 King Street Unit 502 San Francisco, US-CA 94107		
POLICY NUMBER				
CARRIER	NAIC CODE			
		EFFECTIVE DATE:		

POLICY NUMBER		188 King Street Unit 502					
CARRIER	NAIO CODE	San Francisco, US-CA 94107					
CARRIER	NAIC CODE	EFFECTIVE DATE:					
ADDITIONAL REMARKS							
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,							
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance							
Commercial Package Policy HDG.CPP.25.E9W3-SHJH includes a waiver of subrogation for any person or organization that Darius Labs Inc. enters into a written contract with and such contract requires the coverage provided by the endorsement (CG 24 53).							
Additional Insured endorsement (PROP CG 1005 04 21) issued for: City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers (effective 08/06/2025).							
Provided, however, City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers is an additional insured only to the extent that liabilities fall within obligations of Darius Labs Inc. to indemnify such additional insured pursuant to a written agreement.							
Insurer B: HDG.CEM.25.PIFB-K5UP, Effective 07/02/2025 - 07/02/2026 Policy Aggregate Liability Limit: \$3,000,000 Cyber Aggregate Liability Limit: \$3,000,000							