

Customer Name: City of Redondo Beach	Contact: Captain Jeff Mendenace
Address: 401 Diamond Street Redondo Beach CA 90277	Phone: 310-379-2477
Email: Jeffrey.mendenace@redondo.org	Fax: admin@barricade.tech

Effective Date: July 21, 2026
Term: The Term shall commence on the Effective Date and continue for one (1) year (the "Term"), unless earlier terminated in accordance with Section 11. The first 60 days of the Term shall constitute a trial period (the "Trial Period") During the Trial Period, Customer may terminate at no cost or liability pursuant to Section 11.2.3.
Service Fee: No fees during the Trial Period. Following the Trial Period (if not terminated), \$50 per person per month for the remainder of the Term.
Users: For Trial, it is limited to 100 users. Adding more users during the Trial Period will end the Trial Period and commence the full term.
Onboarding and Training Services: Barricade AI will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the AI assistance of the Service. Barricade AI will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
Professional Services: The service will include AI platform web application CODE 10-8. Customer will be responsible for obtaining any third-party consents and paying any fees related to the use. Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All data integration services, or new functionality and corresponding fees will be set forth in an SOW. For clarity, Barricade AI will provide any other Professional Services and additional data integration services in accordance with Section 2.4 of the Terms and Conditions.

Barricade AI 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, Barricade AI 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 which counterparts, taken together, shall constitute one and the same instrument.

Barricade AI, Inc.

By: 
Edward Choudhry, CEO
7/15/2026 | 4:19 PM PDT

Customer:

By: _____
James A. Light, Mayor

Attest:

By: _____
Eleanor Manzano, City Clerk

Approved:

By: _____
Diane Strickfaden, Risk Manager

Approved as to form:

By: _____
Joy A. Ford, City Attorney

TERMS AND CONDITIONS

These Terms and Conditions govern the provision of the services described on the attached Order Form ("**Order Form**") by Barricade AI, Inc. ("**Barricade**") to you ("**Customer**" means the entity identified as such on the Order Form that has executed this Agreement with Barricade, which may include "Town" or "City"). By executing an Order Form with Barricade, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"**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>.

"**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 Barricade via the Services or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Barricade's integration with the Service.

"**Documentation**" means the materials supplied by Barricade hereunder, in any media, including 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.

"**Professional Services**" has the meaning specified in Section 2.4.

"**Service**" means Barricade's web applications that assist Users with report writing and other administrative operations. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"**SOW**" has the meaning specified in Section 2.4.

"**Third Party Data**" means any third-party databases that Barricade licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"**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 Barricade.

2. Provision of the Service and Additional Services.

2.1 **Service.** During the Term and subject to the terms and conditions of this Agreement, Barricade shall provide Customer with the right to: (a) access and use the Service for up to the number of Users set forth in the Order Form, and (b) to download and reproduce the applicable Documentation solely for internal use in association with the Service. In addition, Barricade shall provide Customer with (i) authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), (iii) telephone and standard technical support to Customer ("**Technical Support**"). Access during the Trial Period shall be subject to the limitations in the Order Form.

2.2 **Performance Standards/Description of System.** The Service to be provided includes integrating the technology and Customer Data sources listed under Professional Services on the Contract Order Form so that an individual User can access all that Customer Data using a web application and the Customer can analyze and prepare reports with the aggregated information.

2.3 **Response Time.** Customer operates 24/7 as a police department or other public safety agency. Services shall be operational at least 98.5% of the time (excluding scheduled maintenance performed outside of normal business hours). Technical Support requires Barricade to acknowledge a problem with the Service or its application by notifying the Customer Contact on the Customer Order Form as soon as possible but not more than 3 hours from Customer notifying Barricade of the problem. If such problem materially affects the current use of the Service, then Barricade shall also contact the main contact identified in the Customer Order Form. Barricade shall then outline the steps to be taken to ensure that the data is available and the Services operational at least 98.5% of the time (excluding scheduled maintenance performed outside of normal business hours). If Barricade fails to meet the 98.5% availability commitment in any calendar month (excluding scheduled maintenance outside normal business hours), Customer shall be entitled to a service credit equal to the fees paid for the affected month, prorated by the percentage shortfall. Chronic failure (one month in any rolling six month period) constitutes a material breach.

2.4 **Professional Services.** Except as set forth in the Order Form, in the event that Customer requests that Barricade perform data integration, configuration or

implementation services regarding the Service, including integration of Customer Data or Third-Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Barricade will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "SOW," and such services, the "Professional Services"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below.

Professional Services shall also include at no additional costs Barricade's assistance in responding to ordinary and customary Public Records Act requests and subpoenas.

2.5 Access and Policies. Customer will permit Barricade access to Customer's offices and any other facilities necessary for Barricade to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Barricade agrees to, and cause its personnel to, abide by Customer's facilities access, and use policies as provided by Customer to Barricade in writing in advance of any on-site visits. Customer will also permit and enable Barricade to have offsite access to Customer Data and the Customer's production platform for the Service to provide the Service, Technical Support and Professional Services. Barricade agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

3. Use of Service.

3.1 Users. Customer may grant access to the Service to only the number and type of Users specified on the Order Form. Customers shall ensure that its Users do not share or transfer their User credentials to other Customer employees or any other individuals.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Barricade 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 Barricade immediately of any unauthorized access or use; and (d) 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.

3.3 Use Restrictions. Customer shall use the Service solely for its internal business purposes in accordance with this Agreement. Customer shall not, and shall ensure Users do not knowingly: (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; or (f) attempt to gain unauthorized access to the Service or its related systems or networks.

Barricade shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit Customer Data except as provided in Section 6.1; (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; or (f) attempt to gain unauthorized access to the Service or its related systems or networks

3.4 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 perform independent employment background screening for its staff at Customer's own expense; and (e) 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 Barricade. Barricade certifies that it and its employees, agents, and subcontractors will remain in compliance with CJIS requirements including but not limited to the following CJIS requirements: (a) Barricade agrees to use training, policy and procedures to ensure proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Barricade agrees to protect the Service, Customer Data and any Third Party Data by monitoring and auditing activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Barricade shall 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) Barricade agrees to create and retain for 26 months activity transaction logs to enable auditing by Customer, CJIS and any Third-Party Data owners; and (e) Barricade agrees to perform independent employment background screening for its staff per CJIS requirements at Barricade's own expense.

3.6 Operation Restrictions. Customer acknowledges that 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. Barricade is not liable for any accident or loss caused by or resulting from any distraction from viewing the screen while operating a moving vehicle.

3.7 Transition. In the event Barricade becomes subject to bankruptcy or similar proceedings or otherwise ceases to provide the Service during the term of this Agreement, in each case without a successor entity, Barricade shall at no charge to Customer (i) provide all Customer Data in Barricade's possession to Customer in an industry-standard format and (ii) provide Customer assistance as reasonably necessary to facilitate Customer's transition to another provider of services.

3.8 Customer Logo. Barricade may use Customer's name and logo in Barricade's lists of customers during the term of the Agreement only provided that such use will comply with any standard trademark guidelines provided by Customer to Barricade.

4. Fees & Payment.

4.1 Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. For clarity, no fees shall accrue or be payable during the Trial Period, as defined in the Order Form.

4.2 Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Barricade issuing an invoice., subject to Customer's lawful appropriation and availability of funds. Customer represents that funds have been appropriated for the Term as set forth in the Order Form.

4.3 Taxes. If Barricade 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 Barricade with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

5.1 Barricade Applications. The Service includes (a)

Use of the Barricade name, the Barricade logo, and other trademarks and service marks in accordance with this Agreement; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology, including 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 Barricade under this Agreement; and (d) the work product or other results of Professional Services (collectively, "**Barricade Applications**"). Barricade owns and shall retain all rights in the Barricade Applications. Other than as expressly set forth Section 5.2 below, no license or other rights in or to the Barricade Applications or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Barricade. For clarity, "Barricade Applications" does not include Customer Data.

5.2 License Grant. Barricade grants Customer, during the term of this Agreement, a worldwide, non-exclusive, non-transferable (except in accordance with Section 12.6), non-sublicensable right to access and use the Service, and to permit the number and type of Users specified on the Order Form the right to access and use the Service during the terms of the applicable User subscriptions, in each case solely in accordance with the terms of this Agreement.

5.3 License Restrictions. Customer shall not (a) modify, copy or create derivative works based on the Service or Barricade Applications; (b) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets; or (c) disassemble, reverse engineer, or decompile the Service or Barricade Applications; or (d) access the Service in order to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service.

6. Data Access, Sharing and Security.

6.1 Customer Data. Customer owns Customer Data. Barricade may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Barricade may generate technical logs, data, and insights about Customer's usage of the Service (e.g., frequency of logins) and may use such logs, data and insights in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("Aggregated Data") for Barricade's internal business purposes and to operate and improve Barricade's proprietary software services. Upon request, Barricade shall provide such logs,

data, insights, or Aggregated Data to the City.

6.1.1 Prohibited Uses: Barricade shall not use raw Customer Data to train artificial intelligence models, machine learning algorithms, or large language models, nor shall it store, reproduce, or use Customer Data in any manner that would allow reconstruction of the original Customer Data for training purposes.

6.1.2 Permitted Uses: Barricade may: (i) Generate anonymized embeddings, vectors, and mathematical representations derived from Customer Data; (ii) Use such embeddings and representations to train and improve Barricade's AI models, algorithms, and Services; (iii) Use aggregated, de-identified usage patterns and metadata that cannot be reverse-engineered to reveal Customer Data or identify specific individuals; (iv) Train models on the structure, format, and statistical properties of Customer Data without retaining the underlying content.

6.1.3 Technical Safeguards: Any embeddings or representations created under Section 6.1.2 must be: (i) Technically incapable of reconstructing the original Customer Data; (ii) Stripped of all personally identifiable information (PII) and criminal justice information (CJI); (iii) Generated using one-way transformations that prevent reverse engineering. (d) CJIS Compliance: All data processing under this section shall comply with CJIS Security Policy requirements. Customer Data shall be processed only within CJIS-compliant infrastructure, and no Customer Data shall leave such infrastructure for training purposes. Barricade may isolate specific Customer Data solely to address an imminent and demonstrable security threat, and only to the minimum extent necessary, provided Barricade (i) gives Customer prompt notice (and in any event within four (4) hours), (ii) cooperates in good faith to restore access as quickly as possible, and (iii) documents the basis for the suspension and remediation steps. Any isolation lasting more than twenty-four (24) hours constitutes a material breach unless caused by Customer systems or Customer-directed configuration.

6.1.4 Notwithstanding the foregoing, any processing of Customer Data containing Criminal Justice Information (CJI) as defined by CJIS Security Policy shall: (a) Occur only within CJIS-compliant infrastructure; (b) Be performed only by personnel who have completed CJIS background checks; (c) Not result in CJI leaving the CJIS-compliant environment unless fully anonymized such that it no longer meets the definition of CJI; (d) Comply with all applicable CJIS audit and logging requirements. For clarity, nothing in this Section permits use of CJI or any derivatives of CJI (including any embeddings, vectors, representations, logs, metadata, or outputs derived from CJI) outside CJIS compliant infrastructure. If Customer Data does not contain CJI, Barricade may use deidentified, non-reconstructable derivatives solely as permitted under Sections 6.1.2 through 6.1.3.

6.2 CJIS Security Policy. Barricade 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, Barricade has installed and configured solid network intrusion prevention appliances for adherence to CJIS requirements. Barricade shall execute any documents required to comply with CJIS or other non-disclosure restrictions regarding Customer Data required to comply with applicable law, including but not limited to CLETS requirements.

Barricade shall obtain Customer's written approval to use any hosting facility other than Azure Government Cloud at Microsoft or Amazon Government Cloud or their successors. Barricade shall notify Customer if it changes from one approved cloud provider to another approved cloud provider.

6.3 Third Party Data. Any Third-Party Data that Barricade may provide via the Service is governed by the third-party owner's retention policy. Barricade does not provide any warranties with respect to any Third-Party Data and Barricade may choose to terminate the provision of any Third Party Data via the Service if Barricade's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Barricade in its reasonable discretion.

6.4 Preservation of Customer Data. Barricade shall retain and preserve Customer Data in accordance with Customer's reasonable instructions and requests, including without limitation any retention schedules and/or litigation hold orders by the Customer to Barricade, independent of where the Customer Data is stored. Barricade shall implement Customer-directed litigation holds within five (5) business days of notice, and shall confirm implementation in writing. Barricade shall not delete or alter held data until Customer releases the hold in writing.

7. Confidentiality.

7.1 Definition of Confidential Information. (a) "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 either: (i) clearly marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified as confidential at the time of disclosure and confirmed in writing as confidential within fifteen (15) days of disclosure; or (iii) would be reasonably understood to be confidential given the nature of the information and the circumstances of disclosure. (b) Customer Data Classification: All Customer Data shall be presumed confidential unless explicitly designated as non-confidential by Customer. Customer shall be responsible for designating and marking data as "Confidential" or "Non-Confidential"

at the time of submission to Barricade. For any Customer Data not explicitly marked, the following rules apply: (i) Personal identifying information, including but not limited to names, addresses, phone numbers, email addresses, and government IDs shall always be treated as Confidential Information; (ii) Body camera footage and similar recordings shall be presumed confidential unless explicitly designated as non-confidential by Customer; (iii) Data requiring redaction under applicable law shall be treated as Confidential Information. (c) Confidential Information includes, but is not limited to, the Service, the Documentation, the Barricade Applications, business and marketing plans, technology and technical information, product designs, and business processes. (d) The Agreement between the Customer and Barricade is a public record.

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 strictly confidential information of like kind. If the Receiving Party is compelled by law (including the California Public Records Act ("CPRA")) or legal process to disclose Confidential Information of the Disclosing Party, the Receiving Party shall (to the extent legally permitted) provide prompt written notice to the Disclosing Party sufficient to allow it to seek a protective order or other appropriate remedy. For CPRA requests involving Customer Data, Barricade shall not produce records without Customer's written direction, except to the extent legally required. Customer owns Customer Data.

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) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure and without breach of any obligation owed to the Disclosing Party; (d) is required to be disclosed pursuant to applicable law, rule, regulation, subpoena, or court order, including without limitation the California Public Records Act (California Government Code Section 7920.000 et seq.); (e) is disclosed pursuant to any rule, order, referral, or request of Customer's City Council within the scope of its lawful authority; or (f) is disclosed as part of Customer's customary contract approval process.

7.4 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.

Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Barricade represents and warrants that: (1) it will provide the Service in a professional manner consistent with general industry standards; (2) it has title to, or other rights to use, the Services and software; (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted, that the Services will be free from all significant defects that impede the primary function of the Services. Barricade will repair or replace any Services with significant defects during the Term of the Agreement.

DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8, THE SERVICE IS PROVIDED 'AS IS' AND BARRICADE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BARRICADE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

9. Indemnification and Insurance.

9.1 Indemnification by Barricade. Barricade shall at its expense defend, indemnify and hold harmless Customer and its officers, officials directors, employees, and its agents ("Customer Indemnified Parties") against any demands, claims, actions, litigation, or other proceedings, liability, damages, and other costs made or brought against any Customer Indemnified Party by a third party that arise out of, (i) any breach by Barricade of the terms and conditions of this Agreement, (ii) any actual or alleged infringement, misappropriation, or violation of a third party's intellectual property rights by the Service or Barricade Applications as provided by Barricade and used in accordance with this Agreement, (iii) Barricade's gross negligence or willful misconduct, (iv) any breach by Barricade of data security obligations under CJIS (each, a "Customer Claim"), or (v) any violation of law by Barricade, and shall pay any damages finally awarded by a court or agreed to by Barricade in a settlement with respect to such Customer Claim; provided, that Customer (a) gives written notice of

the Customer Claim to Barricade; (b) gives Barricade sole control of the defense and settlement of the Customer Claim, provided that Barricade may not agree to any settlement that imposes any liability or obligation on Customer, or restricts Customer's operations without Customer's prior written consent; and Barricade shall keep Customer reasonably informed of material developments; (c) provides to Barricade, at Barricade's cost, all reasonable assistance. Barricade 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 Barricade or (iii) any breach of this Agreement by Customer or its Users. If in Barricade's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Barricade liability, Barricade may in its discretion (a) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (b) modify the Service to avoid the potential infringement, or (c) 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 Insurance.

9.2.1. General, Automotive, and Employer's Liability, and Workers' Compensation Provisions. On or before beginning any of the services or work called for by any term of this Agreement, Barricade, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the City. If Barricade maintains higher limits than the minimums shown above, Customer shall be entitled to coverage for the higher limits.

General Liability: \$2,000,000 each occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage, including operations, products and completed operations.

Cyber Insurance & Privacy policy: \$1,000,000 per occurrence shall include coverage for losses sustained from a data breach, including investigation, notification, damages, credit monitoring for at least two years. This shall be a separate policy or included in Barricade's general liability or professional liability coverage.

Automotive Liability: \$1,000,000 per accident for bodily injury and property damage for owned, hired and non-owned vehicles.

Workers' Compensation: as Required by the State of California and Employers' Liability of \$1,000,000 bodily injury. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

Professional Liability: \$1,000,000 combined single limit

9.2.2 The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by Barricade and with respect to liability arising out of work or operations performed by or on behalf of Barricade including materials, parts or equipment furnished in connection with such work or operations.
- For any claims related to this project, Barricade's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Customer.

9.2.3 Barricade shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

10. Limitation of Liability.

10.1 Exclusion of Consequential and Related Damages. 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 EXCEPT FOR BARRICADE'S OBLIGATIONS

UNDER SECTION 9.1, BARRICADE'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS RECEIVED BY BARRICADE UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS.

- 10.3 NOTWITHSTANDING THE FOREGOING, BARRICADE'S LIABILITY FOR ITS OBLIGATIONS UNDER SECTION 9.1 SHALL BE UNCAPPED.

11. Term & Termination.

11.1 **Term of Agreement.** This Agreement commences on the Effective Date listed on the Order Form and continues for the duration of the term set forth on the Order Form ("Term"), unless earlier terminated in accordance with Section 11.2. Unless otherwise set forth in the Order Form, this Agreement shall renew only upon mutual written agreement of the parties executed prior to expiration of the then-current Term.

11.2 Termination.

- 11.2.1 Customer may terminate this Agreement at the end of the Term by notifying Barricade in writing thirty (30) days prior to the termination date. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach by the other party if such breach remains uncured at the expiration of such period. Barricade shall not terminate this Agreement for cause or suspend Services without a meeting occurring between Barricade's CEO and Customer's Chief of Police to negotiate in good faith the resolution of the dispute. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Barricade prior to the effective date of termination; nor relieve Barricade of assisting Customer with any transitions with its operations. For termination due to breach by Barricade, Barricade will refund Customer a pro-rated amount of the Service Fee within thirty (30) days of invoice issue date.

- 11.2.2 **Trial Period Termination.** Notwithstanding Sections 11.2.1, during the Trial Period (as defined in the Order Form), Customer may terminate this Agreement for any reason or no reason, without any cost, fee, penalty, or liability, by providing written or email notice to Barricade at least 5 business days prior to the end of the Trial Period, in accordance with Section 12.4. Such termination shall be effective as of the date specified in the notice, provided it is within the Trial Period. Upon termination under

this Section 11.2.2: (a) Customer's access to the Service shall cease immediately; (b) Barricade shall refund any prepaid fees applicable to the Trial Period, if any, within (30) days; (c) neither party shall have any further obligations or liabilities under this Agreement, except for those that expressly survive termination as set forth in Section 11.4; and (d) Barricade shall comply with its data return and deletion obligations under Section 11.3. For the avoidance of doubt, adding more the number of Users during the Trial Period, as specified in the Order Form, shall immediately end the Trial Period and trigger the full Term with applicable fees. Terminations shall be governed by Sections 11.2.1 or 11.2.2, as applicable.

- 11.3 **Data.** Upon expiration or termination of this Agreement, Barricade shall have no obligation to maintain or provide any Customer Data or Third-Party Data. Unless legally prohibited, Barricade shall delete all Customer Data in its systems or otherwise in its possession or under its control, but only after providing Customer at least ninety (90) days' prior written notice and complying with any Customer-directed retention schedules or litigation holds. Any destruction shall be performed in compliance with the CJIS Security Policy requirements and shall be documented by a written certificate of destruction identifying the categories of data destroyed, method, and date. However, Barricade shall preserve Customer Data subject to Customer-directed retention schedules and litigation holds until released by Customer in writing.

- 11.4 **Survival.** The following provisions shall survive termination or expiration of this Agreement: Sections 3.7, 4 (excluding fees accrued during the Trial Period), 5 (excluding Section 5.2), 6.1, 6.2, 6.3, 7, 8, 9.1, 10, 11.3, 11.4, and 12.

12. General Provisions.

- 12.1 **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.

- 12.2 **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 include Internet denial- of-service attacks, strikes, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, and earthquakes (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.

12.3 Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.4 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 Barricade shall be addressed to the attention of Ed Choudhry, CEO, Barricade AI, Inc., ed@barricade.tech, with a copy to admin@barricade.tech. Notices to Customer are to be addressed to the individual identified in the Order Form with a copy to the City Manager and City Clerk.

12.5 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.

12.6 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; provided, however, that Barricade may assign this Agreement, together with all rights and obligations hereunder, without Customer's prior written consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its stock or assets that relate to this Agreement. Barricade shall provide written notice of any such assignment within thirty (30) days after the effective date of the assignment.

Notwithstanding the foregoing, if Barricade assigns this Agreement without Customer's prior written consent, Customer may terminate this Agreement for convenience upon at least thirty (30) days' written notice to Barricade or its assignee. In the event of such termination, Barricade (or its assignee) shall refund to Customer any prepaid fees for

Services not provided as of the effective date of termination, calculated on a pro-rated basis by dividing the total prepaid fees for the applicable subscription term by the total number of days in such term and multiplying that amount by the number of days remaining in the term as of the effective date of termination. Any such refund shall be paid within thirty (30) days after the effective date of termination.

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.

12.7 Subcontracting. Barricade will not subcontract any services under this Agreement without Customer's prior written consent. Customer shall approve Barricade's proposed subcontractors in its sole discretion. All Barricade subcontractors shall comply with and be held to the same standards as Barricade personnel under this Agreement.

12.8 Governing Law. This Agreement shall be governed by the law of California. The state and federal courts located in Los Angeles County, CA shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.

12.9 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.

12.10 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. In the event of any conflict between the Order Form and these Terms and Conditions, the terms of the Order Form shall govern to the extent of such conflict. 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.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

04/22/2026

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.

PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): (844) 472-0967	FAX (A/C, No): (203) 654-3613
	E-MAIL ADDRESS: salessupport@biberk.com	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A : Berkshire Hathaway Direct Insurance Compai	NAIC # 541512
Barricade AI, Inc. 1049 El Monte Avenue Mountain View, CA 94040-2398	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 1049 El Monte AvenueMountain View, CA 94040-2398
Bldg #001: Consultants - Computer and Management - 4167501

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
	X	PROPERTY	N9BP866740	02/13/2026	02/13/2027	BUILDING	\$ 0	
		CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$ 0
		BASIC				BUILDING	BUSINESS INCOME	\$ 0
		BROAD				250	EXTRA EXPENSE	\$ 0
	X	SPECIAL				CONTENTS	RENTAL VALUE	\$
		EARTHQUAKE					BLANKET BUILDING	\$ n/a
		WIND					BLANKET PERS PROP	\$ n/a
		FLOOD					BLANKET BLDG & PP	\$ n/a
								\$
								\$
		INLAND MARINE	TYPE OF POLICY				\$	
		CAUSES OF LOSS					\$	
		NAMED PERILS	POLICY NUMBER				\$	
							\$	
		CRIME					\$	
		TYPE OF POLICY					\$	
							\$	
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
							\$	
							\$	
							\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach
415 Diamond Street
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.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2026

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).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME:	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com		
INSURED Barricade AI, Inc. 1049 El Monte Avenue Mountain View, CA 94040-2398	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Berkshire Hathaway Direct Insurance Company		10391
	INSURER B: National Liability & Fire Insurance Company		20052
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

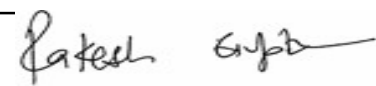
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X		N9BP866740	02/13/2026	02/13/2027	EACH OCCURRENCE	\$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	☒ OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ SCHEDULED AUTOS							\$
	☐ NON-OWNED AUTOS ONLY							
A	☒ UMBRELLA LIAB	X		N9UM611123	02/13/2026	02/13/2027	EACH OCCURRENCE	\$ 1,000,000
	☒ EXCESS LIAB						AGGREGATE	\$ 1,000,000
	☐ CLAIMS-MADE							\$
	☐ DED ☒ RETENTION \$ 10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	N9WC163763	02/13/2026	02/13/2027	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability (Errors & Omissions): Claims-Made			N9PL565887	02/13/2026	02/13/2027	Per Occurrence/ Aggregate	\$1,000,000/ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Redondo Beach, its elected and appointed officials, officers, and employees are listed as additional insured as it pertains to general liability (see endorsement attached)

A Blanket Waiver of Subrogation exists on this policy as it pertains to worker's compensation. (see endorsement attached)

Umbrella Policy follows form

CERTIFICATE HOLDER	CANCELLATION
City of Redondo Beach 415 Diamond Street 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.
	AUTHORIZED REPRESENTATIVE 

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City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Rendon Beach ISAOA/ATIMA
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability**:

- Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization**Job Description**

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. N9WC163763
Insurance Company

Endorsement No.

Countersigned By _____