AGENDA ITEM NO. _____ July 22, 2025

June 23, 2025

Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: APPROVE AN AGREEMENT WITH 4SIGHT LABS, INC. TO PROVIDE OVERWATCH BIOMETRIC MONITORING DEVICES AND LICENSED SOFTWARE SERVICES

Dear Board Members:

RECOMMENDATION:

A. Approve an agreement (Procurement Contract No. 29043) with 4Sight Labs, Inc (Principal: John Defalco; Location: San Francisco) to provide Overwatch biometric monitoring devices and licensed software services for the contract period 7/1/25 - 6/30/28 in an amount not to exceed $747,000, with offsetting revenue from the Adult Medical Trust Fund (84630); and

B. Authorize the Auditor-Controller to make the related budgetary adjustments.

DISCUSSION/SUMMARY:

The Sheriff's Office would like to purchase 100 pieces of monitoring devices and technology that monitors the health of the County's most at-risk incarcerated individuals. The OverWatch system is a smart safety bracelet that uses wearable sensors to monitor critical vital signs such as heart rate, oxygen saturation, and skin temperature. This technology aims to provide real-time data to personnel and potentially reduce liability and improve incarcerated individuals' care. When individual biometric readings indicate a potential concern, the system sends real-time notifications to designated staff, thus providing a timely response to prevent a medical emergency. 4Sight Labs OverWatch system is integrated with Guardian RFID's Spartan devices, which is a base-wide system used at Santa Rita Jail (SRJ) to systematically and efficiently track pertinent information related to incarcerated individuals, security and observation checks, and the tracking of programs, recreation, and other out-of-cell time/activities.

In addition to the regular visual observation in specific locations throughout the jail, such as the Outpatient Housing Unit, this layer of monitoring will help SRJ staff monitor those recently arrested that may be suffering from chemical dependencies or other medical issues. Use of these monitoring devices will be voluntary for those who wish to cooperate.

SELECTION CRITERIA/PROCESS:

On June 18, 2025, the Sheriff's Office requested and received Sole Source approval #11089 for 4Sight Labs, Inc. for the purchase of Overwatch technology – a modular, wireless, mobile platform technology that monitors the health of the County's most at-risk incarcerated individuals. Per the finding memo from General Services Agency (GSA) Purchasing Department, OverWatch by 4Sight

Labs Inc. is the only commercially available system that meets all operational and security requirements for monitoring, providing advanced biometric analysis, true continuous data transmission, and unmatched tamper resistance.

A Small, Local, Emerging Business (SLEB) Waiver No.10343 was granted by the Office of Acquisition Policy (OAP) on 6/23/25 and is valid through 6/30/28.

FINANCING:

The additional appropriation in the amount of $747,000 will be offset with funding from the Adult Medical Services Trust Fund (84630). There will be no increase in net County cost as a result of your approval.

VISION 2036 GOAL:

The agreement with 4Sight Labs, Inc. to provide Overwatch biometric monitoring devices and licensed software services meets the 10x goal pathways of **Crime Free County** in support of our shared vision of **Safe and Livable Communities.**

Respectfully submitted,

Signed by:
April Luckett-Fahimi
7B226C003FF04FA...

for
Yesenia Sanchez
Sheriff-Coroner

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4Sight LABS

Alameda County, CA

Alameda County Sheriff's Office, CA
1401 Lakeside Dr
Oakland, CA 94612
United States

Timothy O'Connell
Lt.
toconnell@acgov.org
925.551.6559

Reference: 20250204-190821505
Quote created: February 4, 2025
Quote expires: September 1, 2025
Quote created by: 4Sight Labs
lena@4sightlabs.com
+17208833686

A-2942

Comments from 4Sight Labs

4Sight Labs is pleased to submit this quote for deploying Overwatch for the **Alameda County, CA.** Overwatch is a combination of ruggedized biosensors, mobile apps, control dashboards, analytics reports and cloud services that continuously monitors people from the moment of their arrest, through transport, processing, and detention.

Products & Services

Item	Quantity	Unit Price	Total
Overwatch Sensors	100	$750.00	$75,000.00 +$7,687.50 Alameda County, CA Tax
18-Sensor Charging Dock	6	$350.00	$2,100.00 +$215.25 Alameda County, CA Tax
Reusable Locking-Wrist Bands	100	$87.50	$8,750.00 +$896.88 Alameda County, CA Tax
Reusable Locking-Wrist Band Keys	13	$25.50	$331.50 +$33.98 Alameda County, CA Tax

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Item	Quantity	Unit Price	Total
NFC Provisioning Device	4	$96.00	$384.00 +$39.36 Alameda County, CA Tax
Ultra Long-Range Wireless Gateway (w/ POE Splitter & Power cables)	6	$752.50	$4,515.00 +$462.79 Alameda County, CA Tax
On-site Training Day	3	$1,250.00	$3,750.00 +$0.00 Alameda County, CA Tax
On-Site Router Configuration & Range Testing	3	$2,500.00	$7,500.00 +$0.00 Alameda County, CA Tax
JMS Integration (50-100 units)	1	$5,500.00 / year	$5,500.00 / year +$0.00 Alameda County, CA Tax for 3 years
Ultra Long-Range Wireless Service	100	$187.50 / year	$18,750.00 / year +$0.00 Alameda County, CA Tax for 3 years
Overwatch Licensing and Cloud Services	100	$1,875.00 / year	$187,500.00 / year +$0.00 Alameda County, CA Tax for 3 years
Standard Shipping	4	$15.72	$62.88 +$0.00 Alameda County, CA Tax
		Annual subtotal	$211,750.00
		One-time subtotal	$102,393.38
		Tax (10.25%)	$9,335.76
		Total	**$323,479.14**

Purchase terms

Annual Billing and Payment:
Upon full implementation, Company will pay to 4Sight Labs a payment comprising of a total of **$323,479.14**. The term shall continue in full force and effect for an initial term of three (3) years ("Initial Term"), unless earlier terminated in accordance with the provisions herein.

If the delay of full implementation is caused by issues related to the Company, 4Sight Labs will invoice the Total Fees listed above after 30 days.

4Sight Labs will invoice the Total Annual Fees in the amount of
$211,750.00 for each subsequent year on the Effective Date anniversary and Company shall pay such invoices, in accordance with the Agreement.

2. Renewal Options.
Upon expiration of the Initial Term, this Agreement may be renewed for up to two (2) additional periods of one (1) year each (each, a "Renewal Term"), subject to mutual written agreement by both parties no less than [e.g., 60] days prior to the expiration of the then-current term.

Sales tax will be added to the invoice unless the Company provides tax-exempt certification.

Scope of Support Services: 4Sight Labs will provide Implementation Services to support the Customer to use the Services in accordance with the Documentation. Specifically, 4Sight Labs will be responsible for the following:

1. Support of administrative staff for the length of the contract to measure compliance improvements and provide additional virtual training as needed.

Implementation Services: 4Sight Labs will provide Implementation Services to the Company however, Company agrees that 4Sight Labs's ability to perform the Implementation Services is dependent on Company providing 4Sight Labs certain information and access in a prompt manner with time being of the essence. Company agrees that it will provide prompt responses to any inquiry made by the Company in connection with this Ordering Document and provide the following:

1. Configure firewall policies to permit access for 4Sight Labs hardware MAC addresses, service endpoints and ports.
2. Extract JMS inmate data and transfer it to the 4Sight Labs SFTP server for JMS integration.
3. Provide representative(s) to coordinate and represent the Company for all operational and IT issues.
4. Provide feedback on the Services features and usability (at Company's sole discretion).
5. Verify Wi-Fi and adequate network provisioning for Services operation.
6. All control stations and storage devices intended for use in conjunction with the Services must comply with the minimum platform and network infrastructure specifications as outlined by 4Sight Labs.
7. Designate one or more staff that 4Sight Labs can train (train-the-trainer) to serve as a resource for the Company's staff.
8. Ensure staff attend scheduled training sessions so that 4Sight Labs's staff can efficiently train Company's employees.
9. Provide access to the facility for 4Sight Labs staff sufficient to carry out initial training and support.

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Deliverables: Company will receive the following deliverables during or upon the completion of Implementation Services unless specified otherwise in the Ordering Document:

1. A written assessment of existing observation practices and compliance at facilities, highlighting areas of possible improvement and opportunities for cost and/or time savings with respect to the implementation of 4Sight Labs.
2. Purchaser's configuration preferences are collected and configured into the Licensed Software.
3. Access to the Licensed Software after implementation
4. On-site setup of hardware, if applicable
5. Phone number(s) for 24/7 Purchaser support
6. Delivery of system analytics reports, as requested
7. Transition from Implementation Services to Purchaser Success Manager and support contacts for ongoing support needs
8. JMS Integration assumes the Agency has arranged for the Jail Management System (JMS) or Offender Management System (OMS) to send the information to be ingested and entered into the 4Sight Labs applications

By execution below, the undersigned agree to be bound by this Ordering Document, and the MSA, as may also be amended or substituted from time to time upon mutual Agreement.

Questions? Contact me

Lena Heaney
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+17208833686

4Sight Labs
633 Alvarado Street
San Francisco, CA 94114

4SightLabs

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**MSA**") is entered into effective as of _____ ("Effective Date"), and made by and between **4Sight Labs, Inc., ("4Sight")** and the County of Alameda by and through the Alameda County Sheriff's Office (**"Company" or "Customer"**). 4Sight and Company shall be collectively referred to as the "Parties" or individually as a "Party". Company has elected to purchase services from 4Sight, described in an Ordering Document (defined below) referencing this MSA, Company agrees by executing such Ordering Document, Company agrees to the terms and conditions of this MSA as well as any related exhibits or schedules.

Section 1. DEFINITIONS. In addition to those definitions contained in any applicable Ordering Document, the following terms shall have the meanings set forth below:

1.1 "**Affiliate**" means, with respect to any entity, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

1.2 "**Monitoring Package**" which includes but is not limited to bands, sensors, charging docks and related supplies described in the applicable Ordering Document.

1.3 "**Monitored Individual**" means the individual whom is banded with monitoring device under the care and supervision of Company.

1.4 **"Documentation"** means in digital, printed, or other form, the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specification and any other supporting documentation related to the Licensed Software.

1.5 **"Licensed Software"** means the control station, software and related service and support described in the Ordering Document. Licensed Software shall include Documentation.

1.6 "**Ordering Document**" means a mutually agreed upon document containing mutual collaboration, and other information applicable to the Services (defined below), attached hereto and incorporated herein by reference.

Section 2. SERVICES.

2.1 Description of Services. 4Sight will provide the Monitoring Package and Licensed Software (collectively herein after the "Services") as described herein and as set forth in each Ordering Document attached hereto and as agreed upon by the Parties. During the Term of this MSA, the Parties may agree on additional Ordering Documents, and 4Sight shall provide Company with such Services, if applicable, as set forth in such additional Ordering Document. Each party hereby agrees that by referencing this MSA each Ordering Document will be understood as implicitly incorporating by reference the terms herein, including definitions, even if the Ordering Document does not expressly do so.

2.2 License Grant. Subject to the terms of this MSA, during the Term, 4Sight grants the Company a nonexclusive, non-assignable license to use the Services at its facilities. Company may not (a) use the Licensed Software for any purpose, at any location or in any manner not specifically authorized by this MSA, (b) create or recreate the source code for the Licensed Software, or re-engineer, reverse engineer, decompile, copy or disassemble the Services, (c) modify, adapt, translate or create derivative works based upon the Services, (d) refer to or otherwise use the Services as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of the Services to compete with 4Sight, or (e) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Services or Documentation or fail to preserve all copyright and other proprietary notices. No right or license shall be implied other than the rights and licenses expressly granted in this MSA. 4Sight shall retain all ownership rights, title, and interest in the Services, subject only to the rights and licenses granted herein. Company may make copies of the Documentation for use and distribution in accordance with the terms of this MSA.

2.3 Subcontractors. 4Sight may engage subcontractors to assist with the performance of the Services.

2.4 Acceptable Use. Company and its users may use the Services only in accordance with the Documentation. Each time material modifications are made to the Services, 4Sight will make available to Company electronic updates to the Documentation. If Company continues to use the Services and makes no objections to the changes in the Documentation within ten (10) days of posting all changes and updates shall be deemed accepted. Company is responsible for all acts and omissions of its users in connection with the Services who do not comply with the terms set forth in said Documentation. During the Term, 4Sight will provide Support Services for the Licensed Software. 4Sight may in its sole discretion discontinue, modify, or replace the Licensed Software.

2.5 Responsibilities. 4Sight will provide, configure, and maintain LoRaWAN Gateways. Maintenance obligations shall include the replacement of gateways in the event of software or hardware failure. The Company shall bear the responsibility for providing and maintaining network connectivity, whether via WiFi, hardwired LAN, or Power over Ethernet (PoE), to the LoRaWAN Gateways, as well as any and all necessary cabling associated therewith

Section 3. COMPENSATION.

3.1 Payment.
Omitted.

3.2 Invoices. Unless otherwise set forth in the applicable Ordering Document, the associated payment shall be made within sixty (60) days after Company's receipt of invoice accompanied by all supporting documentation.

Section 4. RELATIONSHIP BETWEEN THE PARTIES.

4.1 4Sight is a non-exclusive independent contractor. Nothing in this MSA shall be construed to create a partnership, joint venture or other similar relationship between the Parties. 4Sight shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to 4Sight' performance of Services and receipt of payments under this MSA.

4.2 During the Term of this MSA and for a period of one (1) year following its termination or expiration, Company represents and warrants that it will not hire, employ or contract directly or indirectly any employee of 4Sight, who became known to Company in connection with the performance of this MSA without the prior written approval of 4Sight; provided however, this provision shall not prohibit the hiring of any person that responds to general solicitations not specifically directed at employees of 4Sight.

Section 5. CONFIDENTIAL INFORMATION.

5.1 Definition. "**Confidential Information**" means any information disclosed by either Party to the other, whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information includes, but is not limited to, all product designs, capabilities, specifications, drawings, program code, work designs, models, technology, know-how, documentation, components, software (in various stages of development), test and development boards, hardware reference code and platforms, architectures, agreement terms, financial and pricing information, business and marketing plans, actual and potential customers and suppliers, the Services, Ordering Document, marketing plans, data, and other terms relating to the Services, including the terms of this MSA and other similar information that is proprietary to either Party. Confidential Information shall not include any information that: (a) was in lawful possession prior to the disclosure, as clearly and convincingly corroborated by written records, and had not been obtained by either directly or indirectly from either Party; (b) is lawfully disclosed by a third party without actual, implied or intended restriction on disclosure through the chain of possession, or (c) is independently developed by a Party without use of or access to the Confidential Information, as clearly and convincingly corroborated by written records. Confidential Information obligations in accordance to Section 5 of this MSA shall survive any termination of this MSA for five (5) year after the effective date of termination.

5.2 Requirements. The Parties agree that it shall not use or disclose in any way, other than as needed under this MSA, Confidential Information to any third parties. The Parties will disclose Confidential Information only to its Personnel having a need-to-know for the performance of the Services under this MSA. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent certain Confidential Information is required to be disclosed by either Party as a matter of law, such as the California Public Records Act, or by order of a court and/or to potential and actual acquirers, investors, underwriters and lenders, subject to non-use and non-disclosure requirements substantially the same as set forth herein. Upon termination of this MSA, a Party may deliver to the other Party instructions to destroy all materials, documents and other media (whether maintained electronically or otherwise) containing Confidential Information, together with all copies thereof in whatever form, and shall certify in writing the completion of such return or destruction, as the case may be. If it is infeasible to return or destroy Confidential Information, due to regulatory or compliance purposes, protections are extended to such Confidential Information, in accordance with the confidentiality provisions in this MSA.

5.3 Disclosure to Public and Non-public. Neither party shall use the other party's name or trademarks in any advertising, website, press release or other form of public disclosure without the prior written approval of the appropriate officer of the other party. Company agrees that 4Sight may make lawful references to Company in its marketing activities.

Section 6. INTELLECTUAL PROPERTY. Each Party shall own and retain all rights, title and interest in and to its intellectual property, and nothing in this MSA or an Ordering Document shall be deemed to grant any license or rights to the other Party.

Section 7. REPRESENTATIONS AND WARRANTIES.

7.1 4Sight hereby represents and warrants that: (a) the Licensed Software will be performed in a competent and professional manner and the Licensed Software will meet the specifications in the applicable Documentation. Customer shall notify 4Sight in writing of any breach of this warranty within thirty (30) days after completion of the Service. 4Sight's sole obligation to Customer, and Customer's exclusive remedy, for breach of this warranty is re-install the Licensed Services.

7.2 Company acknowledges that 4Sight does not represent, warrant, or otherwise promise that Company's use of the Services is a substitute for Company's or its users'

existing protocols and compliance procedures.

7.3 Company acknowledges and agrees that (i) timely performance by 4Sight of its obligations under this MSA and any Ordering Document is subject to the timely provision of information and support by Company as outlined in this MSA; (ii) that the use of the Services pursuant to this MSA and Documentation are only a tool to facilitate the Company's provision of care and services to a Monitored Individual under its supervision and is only functional if the Company's users input information, appropriately maintain the Monitoring Package and apply the device in accordance with the training and Documentation; (iii) that the Services and license of the Licensed Software are only useful if such are used in strict accordance with the Documentation; (iv) that Company is solely responsible for all decisions, actions and omissions in any way related to Monitored Individual under its supervision, including but not limited to: proper assessment, monitoring, treatment and care; observation, qualification and actions of their respective employees, user or other persons; the acts and omissions of its employees, user or other persons; compliance with all applicable laws; any liability related to individual under Company's supervision, including but not limited to visitors, employees, vendors, agents or other persons in the facilities of the Company; (v) Company represents and warrants that all persons given access to the Services shall be properly trained in the use and prohibited uses of the Services; and (vi) Company is liable for, and shall indemnify 4Sight, its officers, directors, employees and agents against breaches of this MSA, or of misuse or failure to use the Services, by Company's employees, officers, directors, vendors, contractors and agents, and that of its affiliates.

7.4 Minimal Requirements. Company shall provide, configure, and maintain all hardware, software, and other minimum requirements set forth in the applicable Ordering Document, including a stable Internet connection, necessary to use the Services. Company shall maintain, at Company's sole expense, such equipment and software as 4Sight may reasonably require for 4Sight to remotely access the equipment.

7.5 Third-Party Software. 4SIGHT MAKES NO WARRANTY WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY OWNER OR LICENSOR OF THE THIRD-PARTY SOFTWARE. 4SIGHT EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

7.6 Exclusions. 4Sight's warranty obligations and other obligations under this MSA with respect to the Services are expressly conditioned upon Customer's proper use of the Services and do not include: (i) Problems that result from (a) accident, negligence, neglect, abuse, misuse, computer viruses or use other than ordinary use or use in violation of an applicable license; (b) abnormal electrical power, air conditioning, or humidity controls that cause a computer failure; (c) modifications, repairs or attempted maintenance made to the Services by anyone other than a representative of 4Sight or its authorized agents and (d) damage during shipment; (ii) Problems relating to or caused by any hardware, network, software or hardware that was not supplied by 4Sight or hardware or software that does not meet the Minimum Requirements; (iii) Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Services is procured; or (iv) hardware with altered, modified or removed serial numbers.

Section 8. DISCLAIMER OF WARRANTIES.

8.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, 4SIGHT PROVIDES ALL SERVICES, SOFTWARE, PLATFORM AND PRODUCTS "AS IS" WITH NO WARRANTY OF ANY KIND. 4SIGHT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND 4SIGHT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE OR TRADE USAGE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY 4SIGHT, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. COMPANY WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF 4SIGHT TO ANY THIRD PARTY. To the extent that 4Sight may not, as a matter of applicable law, disclaim an implied warranty, the scope and duration of such warranty will be limited to the minimum permitted under such law.

Section 9. INSURANCE. Each Party shall carry commercial general liability and automobile liability insurance and, if applicable, worker's compensation insurance as required by law, together with employer's liability insurance coverage and professional errors and omissions liability insurance coverage. All policies shall be written by reputable insurance companies with a best's policyholder rating of not less than A VII. Such insurance shall not be cancelled or materially reduced during the Term.

Section 10. INDEMNITY; LIMITATION OF LIABILITY.

10.1 Indemnification of Company. 4Sight shall fully indemnify, defend and hold harmless Company, its affiliates, and their officers, directors, employees, agents, successors and assigns ("**Company Indemnitees**") from and against any and all third party claims, damages, liabilities, losses, and expenses (including any and all reasonable

attorney fees, expenses and costs) incurred by or asserted against any Company Indemnitee due to: (a) any gross negligence acts or willful misconduct of 4Sight; and (b) violations of applicable laws by 4Sight. In the event of a Company Indemnitees, or if 4Sight reasonably believes the Services owned by 4Sight may infringe or misappropriate the rights of a third party, 4Sight may, in its sole discretion, and at no cost to Company Indemnitees, (a) modify Services owned by 4Sight so that it no longer infringes or misappropriates, (b) obtain a license for Company Indemnitees' continued use of the Services owned by 4Sight in accordance with this MSA and any applicable Ordering Document, or (c) terminate this MSA upon thirty (30) days' prior written notice and refund to Company Indemnitees any prepaid fees covering the remainder of the term after the effective date of termination.

10.2 Indemnification of 4Sight. To the extent permitted by applicable law, Company shall fully indemnify, defend and hold harmless 4Sight, its affiliates, and their officers, directors, employees, agents, successors and assigns ("**4Sight Indemnitees**") from and against any and all third party claims, damages, liabilities, losses, and expenses (including any and all reasonable attorney fees, expenses and costs) incurred by or asserted against any 4Sight Indemnitee of whatever kind or nature due to (a) the use of the Service, including use in any manner not otherwise permitted in this Agreement; (b) care and experience of Monitored Individual under Company's supervision including but not limited to: the proper assessment, treatment, monitoring and care of Monitored Individual; the supervision, qualification and actions of their respective caregivers, Company's employees, professionals or other persons; (c) the acts and omissions of Company's employee, supervisors, agent, or representatives; (d) misuse of the Services or any component thereof; (e) any material breach under this MSA, or (f) a claim related to the gross negligence or willful misconduct of Company, its employees, or agents.

10.3 Indemnification Procedures. If any claim or action is asserted that would entitle a Party to indemnification pursuant to this Section 10 (a "Proceeding"), the Party who seeks indemnification will give written notice thereof to the other Party (the "Indemnitor") promptly (and in any event within fifteen (15) calendar days after the service of the citation or summons); provided, however, that the failure of the Party seeking indemnification to give timely notice hereunder will not affect rights to indemnification hereunder, except to the extent that Indemnitor demonstrates actual damage caused by such failure. Indemnitor may elect to direct the defense or settlement of any such Proceeding by giving written notice to the Party seeking indemnification, which election will be effective immediately upon receipt by the Party seeking indemnification of such written notice of election. The Indemnitor will have the right to employ counsel reasonably acceptable to the Party seeking indemnification to defend any such Proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor; provided that the Indemnitor will not settle, or consent to any entry of judgment in, any Proceeding without obtaining either: (a) an unconditional release of the Party seeking indemnification (and its Affiliates and each of their respective officers, directors, employees and agents) from all liability with respect to all claims underlying such Proceeding; or (b) the prior written consent of the Party seeking indemnification. The Parties will fully cooperate with each other in any such Proceeding and will make available to each other any books or records useful for the defense of any such Proceeding.

10.4 LIMITS OF LIABILITY OF 4SIGHT.

10.4.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE MSA OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. 4SIGHT SHALL NO LIABILITY TO COMPANY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE COMPANY) FOR ANY PERSONAL INJURY CLAIM BY MONITRED INDIVIDUAL.

10.4.2 EACH PARTY'S AGGREGATE, MAXIMUM LIABILITY TO THE OTHER ARISING FROM OR RELATING TO THIS MSA, OUTSIDE OF ANY CONFIDENTIALITY OBLIGATIONS CONTAINED HEREIN, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE FEES ACTUALLY PAID OR DUE TO 4SIGHT BY OR FROM COMPANY WITH RESPECT TO THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

10.4.3 Without limiting any other provision of this MSA, 4Sight may immediately cease or refrain providing services provided for under this MSA in any geographic area if in 4Sight' individual determination, the implementation or provision of services is or might be in violation of applicable laws, rules, or regulations.

Section 11. TERM AND TERMINATION.

11.1 Term. This MSA shall be effective from Company's acceptance of this MSA and shall continue until the expiration or termination of all Ordering Documents ("Term").

11.2 Termination For Cause. This MSA may be terminated by either Party in the event the other Party materially breaches this MSA and fails to cure such breach

within thirty (30) days of the receipt of notice of the alleged breach. In addition, 4Sight shall have the right to terminate this MSA upon ten (10) days prior written notice in the event that Company fails to pay 4Sight in accordance with Section 3 above or Company's use of the Service in any manner not otherwise permitted in this Agreement.

11.3 Termination for Convenience. Either Party may terminate, this Agreement or Ordering Document in whole or in part, at any time upon thirty (30) days written notice to the other Party, for any reason, when that Party determines that such termination is in its best interests.

11.4 Immediate Termination. This MSA may be terminated immediately upon written notice by either party to the other party upon the occurrence of any of the following events: (a) the filing by or on behalf of either party of any voluntary or involuntary petition in bankruptcy, dissolution or liquidation; or (b) the assignment of fifty percent (50%) or more of the assets of either party for the benefit of its creditors.

11.5 Consequences of Termination. Upon termination of this MSA, Company agrees that it shall be responsible for payment of Services in accordance with Section 3 of this MSA subsequent to the effective date of termination if the related Services were rendered during the Term. Outstanding payment obligations in accordance to Sections 3 and Confidential Information obligations in accordance to Section 5 of this MSA shall survive any termination of this MSA.

Section 12. GENERAL.

12.1 Law. This MSA shall be governed by and construed in accordance with the laws of the State of California. In the event any provision of this MSA is declared to be unenforceable the remaining provisions shall continue in full force and effect.

12.2 Jurisdiction. In the event of claim, controversy, or dispute arising in relation to this Agreement, proper venue is the Superior Court for The County of Alameda or the United States District Court for the Northern District of California.

12.3 Entire Agreement. This MSA, and applicable Ordering Document incorporated by reference contain the full and complete understanding and agreement between the Parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference.

12.4 Amendments/Changes. Any modification or amendment to this MSA shall be effective only if in writing and signed by both Parties. Any change to an Ordering Document shall be documented in a written amendment mutually agreed upon and executed by the Parties (an "Amendment").

12.5 Cooperative Purchasing Clause. Any law enforcement agency within the state of California ("Member"), current or future, within the state shall be allowed to participate in this agreement during the life of the contract.

While this clause in no way commits any agency to purchase from state or commonwealth/county/city/government entity's awarded contractor, nor does it guarantee any additional orders will result, it does allow state or commonwealth/county/city/government entity to make use of terms and conditions (provided said agreement satisfied their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state or commonwealth/county/city/government entity shall be understood to be transactions between that state or commonwealth/county/city/government entity and the awarded vendor; the originating state or commonwealth/county/city/government entity shall not be responsible for any such purchases.

12.6 Notice. All notices required or permitted under the MSA or Ordering Document shall be in writing and delivered by any method providing for proof of delivery. Any notice shall be deemed to have been given on the date of receipt. Notices to 4Sight and Company shall be delivered to the following addresses:

4Sight, Inc.
633 Alvarado Street
San Francisco, CA 94114
Attn: John Defalco
Email: john@4sightlabs.com

Alameda County
Sheriff's Office 5325
Broder Blvd.,
Dublin, CA 94568
Attn: Lt. Joseph Atienza
Email: JAtienza@acgov.org

12.7 Assignment. This MSA shall be binding upon and inure to the benefit of the Parties hereto, their heirs, legal representatives, successors and permitted assigns. Neither Party may assign its rights and obligations under this MSA without the prior written consent of the other Party. Notwithstanding the foregoing, this MSA may be assigned by either Party to an entity which is an affiliate or subsidiary who is a successor in interest in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Any assignment or transfer of this Agreement in violation of this provision shall be null and void and of no force or effect.

12.8 No Waiver; No Modification. The failure of either Party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either Party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that Party's right to enforce such provisions or exercise such option.

12.9 Severability. In the event any provision of this



MSA is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this MSA (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

12.10 Force Majeure. Except with respect to failure to pay any amount due under this MSA, neither party shall be deemed to have breached this MSA if its delay or its failure to perform all or any part of its obligation hereunder result from flood, earthquake, fire, or other acts of God, or war, tropical weather event, blizzard, strikes, slowdowns, labor unrest, riot, civil commotion, the public enemy, power failure, computer processing or data transmission delays or difficulties, delays or difficulties in obtaining supplies, materials, or delays or difficulties relating to the performance of services provided by others, or other circumstances beyond reasonable control, or by reason of a judgment, ruling, or order of any court, agency, or competent jurisdiction, or change of law or regulation occurring subsequent to the signing of this MSA.

12.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile, email or PDF transmitted copies of this Agreement and its counterparts including facsimile, email or PDF signatures of the Parties.

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COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute the signature of this Certification.

CONTRACTOR (COMPANY): 4Sight Labs

NAME/TITLE OF AUTHORIZED SIGNER: John DeFalco

SIGNATURE: DocuSigned by: John DeFalco [illegible] **DATE:** 5/16/2025

Docusign Envelope ID: 7267635E-2464-4A67-B560-D238A537E4F0

4SIGLAB

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins Center 499 Washington Blvd 8th Floor Jersey City, NJ 07310	CONTACT NAME: Lisa Robinson PHONE (A/C, No, Ext): 609-987-7090 FAX (A/C, No): 609-987-0441 E-MAIL ADDRESS: lisa.robinson@epicbrokers.com
INSURED 4Sight Labs, Inc. 633 Alvarado Street San Francisco, CA 94114	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Kinsale Insurance Company — 38920 INSURER B : Great American Insurance Company — 16691 INSURER C : Underwriters at Lloyd's, London (IL) — 15792 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		01002900901	03/15/2025	03/15/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X BI/PD Ded:1,000						MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			01002900901	03/15/2025	03/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			01002901831	03/15/2025	03/15/2026	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Product Liability			01002237712	03/15/2025	03/15/2026	$1,000,000	
B	Crime			SBF17419301	03/15/2025	03/15/2026	$1,000,000	
C	E&O/Cyber			ESN0240281826	03/15/2025	03/15/2026	$5,000,000	

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

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are are included as an additional insured under the general liability policy as their interest may appear with respect to the insured's operations when required by written contract. This certificate is issued as evidence of insurance per policy, terms, conditions and exclusions. A Thirty (30) days prior written notice of cancellation or non-renewal and ten (10) days prior

(See Attached Descriptions)

CERTIFICATE HOLDER

Alameda County Sheriff's Office
1401 Lakeside Dr., 12th Floor
Oakland, CA 94612

CANCELLATION

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

Ka Maloy, Jr.

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TCU01

DESCRIPTIONS (Continued from Page 1)

written notice for non-payment of premium is included in accordance with policy provisions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MORTGAGEE, ASSIGNEE, OR RECEIVER

Attached To and Forming Part of Policy 0100290090-1	*Effective Date of Endorsement* 03/15/2025 12:01AM at the Named Insured address shown on the Declarations	*Named Insured* 4Sight Labs Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as mortgagee, assignee, or receiver; and
3. Solely for liability caused by the ownership, maintenance or use of the premises by you and for which such person or organization is mortgagee, assignee, or receiver.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusion applies:

1. This insurance does not apply to any structural alterations, new construction or demolition operations performed by or for the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of an "occurrence", claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence" which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MANAGERS OR LESSORS OF PREMISES

Attached To and Forming Part of Policy 0100290090-1	*Effective Date of Endorsement* 03/15/2025 12:01AM at the Named Insured address shown on the Declarations	*Named Insured* 4Sight Labs Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:

1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as manager or lessor of that part of the premises leased to you; and
3. Solely for liability caused by the ownership, maintenance or use of that part of the premises leased to you by such person or organization.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. With respect to the insurance afforded to the Additional Insured, the following additional exclusions apply:

1. This insurance does not apply to:
   a. Any "occurrence" which takes place after you cease to be a tenant in that premises;
   b. Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured; or
   c. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of:
      (1) The sole negligence of the Additional Insured or any employees of the Additional Insured; or
      (2) Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of an "occurrence", offense, claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence", an offense which may result in a claim, a claim which is made, or, a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION PERMITS - BLANKET

Attached To and Forming Part of Policy 0100290090-1	*Effective Date of Endorsement* 03/15/2025 12:01AM at the Named Insured address shown on the Declarations	*Named Insured* 4Sight Labs Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured, any state or governmental agency or subdivision or political subdivision that has issued a permit for your operations, when it is required as a condition of such permit that the state or governmental agency or subdivision or political subdivision be named as an Additional Insured on this Policy, but only with respect to vicarious liability imposed on the Additional Insured as a result of those operations performed by you or on your behalf for which the state or political subdivision has issued the permit. However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and

2. Will not be broader than that which you are required, as a condition of the permit, to provide for such Additional Insured.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to any:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality;

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard";

3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the Additional Insured or employees of the Additional Insured; or

4. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

C. A state or political subdivision's status as an Additional Insured under this endorsement ends when "your work" under such permit is completed.

D. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required as a condition of the permit; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Duties of the Additional Insured in the event of "occurrence", offense, claim or "suit":

1. The Additional Insured must promptly give notice of an "occurrence" an offense which may result in a claim, a claim which is made or a "suit", to any other insurer which has insurance for a loss to which this insurance may apply.

2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured

A. may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

4SightLabs

IN WITNESS WHEREFORE, the Parties have executed this Agreement as of the Effective Date set forth above, with each Entity executing this Agreement on behalf of itself only, in its individual capacity.

4SIGHT LABS, INC.

By: DocuSigned by: John DeFalco

Name: John DeFalco

Title: CEO

COUNTY OF ALAMEDA, CALIFORNIA

By: David G. Haubert

Name: DAVID G. HAUBERT

Title: PRESIDENT OF THE BOARD OF SUPERVISORS OF ALAMEDA COUNTY, CALIFORNIA

Approved as to Form:

By: Signed by: Clay Christianson

County Counsel Signature

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

FINANCIAL RECOMMENDATION **AGENDA DATE:** 7/22/2025

Subject of Board Letter: Approve an Agreement with 4Sight Labs, Inc

BY: 2026 **FUND:** 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
290511	469990	00000		$747,000
			ORG TOTAL	$747,000

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
			ORG TOTAL	$0

GRAND TOTAL ANTICIPATED REVENUE $747,000

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
290500	610000	00000		$747,000
			ORG TOTAL	$747,000

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
			ORG TOTAL	$0

GRAND TOTAL APPROPRIATION $747,000