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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR SKAGIT COUNTY, WASHINGTON

9
10 CITY OF SEDRO-WOOLLEY and CITY OF
11 STANWOOD, Washington municipal
12 corporations,

13 Plaintiffs,

14 vs.

15 JOSE RODRIGUEZ,

16 Defendant,

17 Case No. 25-2-00717-29

18 COMPLAINT FOR DECLARATORY
19 JUDGMENT

20 COME NOW, the Plaintiffs herein, and for cause of action against the Defendant,
21 alleges and claims as follows:

22 **I. PARTIES**

- 23 1.1 Plaintiff CITY OF SEDRO-WOOLLEY (hereinafter referred to as "Sedro-Woolley") is
24 a Washington municipal corporation located in Skagit County.
25 1.2 Plaintiff CITY OF STANWOOD (hereinafter referred to as "Stanwood") is a
 Washington municipal corporation located in Snohomish County.

1.3 Defendant JOSE RODRIGUEZ is an individual who has pending Public Records Requests with Sedro-Woolley and Stanwood under Washington's Public Records Act, RCW 42.56.

II. JURISDICTION AND VENUE

2.1 Jurisdiction and venue are proper in Skagit County when an action is maintained by a public corporation under RCW 4.08.110 and where a substantial part of the cause of action arose. Sedro-Woolley is wholly located in Skagit County and the Court has authority to declare rights, duties, and liability of the City under RCW 4.08.110 and RCW 7.24.010. Further, under Court Rule 20, Permissive Joinder of Parties, the City of Stanwood may avail itself of the Court's jurisdiction since this matter arises out of the same series of occurrences, and the question of law or fact is common to both Plaintiffs as it arises out of RCW 42.56.

III. BACKGROUND FACTS

- 3.1 Plaintiffs Sedro-Woolley and Stanwood have contracted with Flock Group, Inc., known as Flock Safety (hereinafter “Flock”), a company headquartered in the state of Georgia for License Plate Recognition (LPR) cameras, technology, and services.
- 3.2 Flock describes their LPRs as going beyond “ordinary” automated license plate recognition (ALPR) technology due to Flock’s “unique Vehicle Fingerprint™ technology.” *See, Exhibit A*, page 4, § *What is Vehicle Fingerprint™ technology?*
- 3.3 As described by the U.S. Department of Homeland Security, ALPR technology “captures images of license plates and allows law enforcement agencies to identify and

1 compare plates against those of cars driven by people suspected of being involved in
2 illegal activities.”¹

3 3.4 ALPR technology can also include red light cameras, traffic speed cameras, and other
4 automated cameras defined in RCW 46.63.210(1).

5 3.5 Flock “offers a software and hardware situational awareness solution through Flock’s
6 technology platform that upon detection is capable of capturing audio, video, image,
7 and recording data and provid[ing] notifications” to customers. *See*, Master Services
8 Agreement between Flock and Stanwood (the “Agreement”) attached as **Exhibit B**,
9 page 1.

10 3.6 Flock has contracts with homeowners’ associations, businesses, and other private
11 entities throughout the state and country (the “neighborhood customers”) as well as
12 cities and other public agencies that provide law enforcement services (the “law
13 enforcement users”). According to Flock’s website, Flock is currently in more than
14 5,000 communities across the country. *See*, **Exhibit C**, page 1, § *How many customers*
15 *does Flock Safety have?*

16 3.7 Both neighborhood customers and law enforcement users designate one or more system
17 “administrators” who are the custodians and head administrators of the Flock system.
18 Only administrators and their designees may access the Flock cloud system and perform
19 searches. *See*, **Exhibit F**, page 1, § *Access*.

20 3.8 Customers can use Flock-provided cameras and hardware or customer-owned cameras
21 and hardware with Flock services.

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24
25 ¹ U.S. Department of Homeland Security, *Automated License Plate Reader (ALPR) Fact Sheet* (originally published January 5, 2021, page last updated April 10, 2025), <https://www.dhs.gov/publication/st-automated-license-plate-reader-fact-sheet>

1 3.9 Both Plaintiffs Sedro-Woolley and Stanwood are law enforcement users and utilize
2 Flock-provided cameras and hardware throughout their jurisdictions.

3.11 Flock cameras take between 6-12 still images of every vehicle that passes through its
10 field of vision. Flock's proprietary machine learning software then "reads" the images
11 for data about the vehicle and its license plate, such as vehicle type, make, and color;
12 license plate state and number; missing or covered plates; type of plate (standard or
13 temporary); bumper stickers; decals; roof racks; and damage or alteration to the vehicle.
14

See generally, Exhibit A.

16 3.12 Flock represents that it is National Defense Authorization Act (NDAA) and Criminal
17 Justice Information Services (CJIS) compliant and that the footage and metadata
18 captured using Flock's cameras are encrypted using KMS-based encryption and then
19 securely stored on Flock's network hosted through Amazon Web Services GovCloud.

See generally, Exhibit E.

22 3.13 Further, Flock represents that it does not share CJIS data with its non-law enforcement
23 users, i.e., its neighborhood customers. *See, Exhibit E*, page 2, § *How does Flock Safety*
24 *protect citizen privacy?*

1 3.14 Flock Safety Patent No. US 11,030,892 B1 explains the process through which Flock
2 cameras capture images, apply an initial “filter” to evaluate image quality, and
3 determine the optimal time to transmit the image to Flock’s database.²

4 3.15 The patent further describes how Flock’s artificial intelligence technology uses a
5 “neural network” to “identify objects and/or aspects of identified objects in a manner
6 modeled after human cognitive processing.”³ Essentially, the technology makes
7 decisions in a manner similar to the human brain by using processes that identify
8 phenomena, weigh options, and arrive at conclusions.

9 3.16 Flock stores the sorted data about the vehicle and its plates (the “footage”) in its
10 searchable online cloud system. A customer’s system administrator and their designees
11 can then access and download images that the “neural network” sorted and tagged using
12 comparative analysis of the features entered into the search parameters. Essentially, the
13 software creates a memory bank for all the images it “sees.” Once a search term is
14 entered, the software scans the memory bank for matching data and then selects images
15 that were tagged as associated with that term based on the software’s analysis of image
16 features.

17 3.17 Within Flock’s secure cloud system, law enforcement users, such as Plaintiffs’ police
18 departments, can search for a specific license plate number and Flock provides results
19 about which cameras have seen that license plate, at what time, and which direction the
20 vehicle was traveling. Law enforcement users can also search for a specific make,

23
24 ² See generally, Langley, G, Feury, M, inventors; Flock Group Inc., assignee. Method and System for Capturing
25 and Storing Significant Surveillance Images. US patent 11,030,892 B1. June 8, 2021. Available at
<https://ppubs.uspto.gov/api/pdf/downloadPdf/11030892?requestToken=eyJzdWIiOiI2NjhkY2ZjZC03YzJlTRiNDEtOTlhNC01MTJIZDU1OTMxNWMiLCJ2ZXIiOiJmODQwNDVhMy0xMTEzLTRlYmItOTMxYy1IOTA3NWM3NTQxZDMiLCJleHAIoJB9.>

25 ³ *Id.* at Column 3, Lines 42-46.

1 model, and color of vehicle and Flock provides vehicles which match the description
2 that have passed by a Flock camera. This process is how the Flock software constantly
3 updates itself through association of words and images. For example, Flock software
4 “learns” different shades of blue and identifies other colors as “not blue” and is therefore
5 resorting the new data and images based on the word association.

6 3.18 Flock’s neighborhood customers can opt-in to allow law enforcement users to access
7 the cameras and/or data captured in their jurisdictions. *See, Exhibit A*, page 6, § *Why*
8 *would a community want to share their Flock Safety footage with law enforcement?*

9 However, Criminal Justice Information Systems data captured and stored is not shared
10 with neighborhood customers. *See generally, Exhibit E*.

11 3.19 Flock’s law enforcement users can opt-in to sharing access to the cameras and/or data
12 captured in their jurisdictions so that other law enforcement users can access the data—
13 creating a “network.” *See, Exhibit B*, page 23.

14 3.20 Law enforcement users can customize their settings to limit or expand their network,
15 e.g., automatically share their jurisdiction with all law enforcement agencies within a
16 certain distance/within specific state(s)/within the country, require other agencies to
17 request access to your jurisdiction before sharing, only share with specific jurisdictions
18 for a specified time frame, etc.

19 3.21 Depending on how expansive a law enforcement user’s network is, the law enforcement
20 user could search for footage from hundreds of Flock cameras to track a specific
21 vehicle’s travel over time and throughout the state—and potentially the country.

22 3.22 Plaintiffs have already seen great success in using the Flock cloud system in their law
23 enforcement efforts. Plaintiff Sedro-Woolley has used Flock to reunite a distressed

1 person with dementia who had wandered away from home back with their family, to
2 recover multiple stolen cars, to identify and charge suspects in various types of cases,
3 and to apprehend a robbery suspect about ten minutes after a neighboring jurisdiction
4 put out an "attempt to locate, probable cause" alert for the subject and vehicle. Plaintiff
5 Stanwood has also used Flock to locate an elderly person with dementia within about
6 ten minutes from receiving the call, to identify and later arrest a shoplifter that had stolen
7 over \$1,000.00 worth of merchandise from multiple small businesses, and to apprehend
8 and arrest a person suspected of shooting someone in a neighboring jurisdiction.
9

- 10 3.23 If a user is making a search in the Flock cloud system, such as looking up the license
11 plate number of a person with dementia who is missing, they must input information
12 such as the reason for the search (reasonable suspicion, probable cause, missing person,
13 AMBER Alerts, etc.), investigation case number, and other agency-specific
14 information.
- 15 3.24 Flock indefinitely stores and monitors data about all logins and queries, including the
16 username of the searcher, the date and time, the reason for the search, and the license
17 plate number or other element(s) used in the search.
- 18 3.25 Law enforcement users have the option to run audits of the data Flock has stored about
19 searches made in the cloud system. Law enforcement users can generate an
20 organizational audit that details all of the searches made by members of their
21 department, or they can generate a network audit that details other departments'
22 searches that returned results in their jurisdiction. In essence, if a Stanwood Police
23 Department user searched for a specific vehicle that was seen on a Sedro-Woolley Flock
24
- 25

1 camera, Sedro-Woolley could generate a network audit report that would show
2 Stanwood's search that returned a result from Sedro-Woolley.

3 3.26 The audit reports allow system administrators to ensure that members of their
4 department are only using Flock's online cloud system for permitted law enforcement
5 purposes and not for an improper purpose such as to harass a member of the public, to
6 stalk a current or former romantic partner, or to track patients of health clinics that
7 perform abortions, etc.

8 3.27 Flock automatically deletes from its cloud storage system, on a rolling 30-day basis, all
9 data captured. Customers are responsible for extracting, downloading, and archiving
10 any footage they need for an investigation or other permitted purpose onto their own
11 devices before the 30-day rolling deletion.

13 3.28 Flock's online cloud system prevents customers from downloading more than 100
14 images at a time. Plaintiffs' system of Flock cameras can easily capture more than 4,000
15 images in one day.

16 3.29 Depending on traffic patterns, hundreds of images can be captured every few minutes.

17 3.30 Customers have access to the data obtained through Flock cameras and stored in the
18 Flock cloud system,⁴ but do not have control over the data unless and until they extract
19 and download specific data or footage to their own devices.

23
24 ⁴ According to Flock's website, their "cloud and network infrastructure employs multi-layered
25 security controls, leveraging Amazon Web Services, which is designed for stringent
government security requirements and includes advanced encryption, role-based access
controls, and the secure configuration of technology assets."

<https://trust.flocksafety.com/#security>

IV. FACTS GIVING RISE TO THIS COMPLAINT

- 4.1 On April 10, 2025, Defendant JOSE RODRIGUEZ submitted a public records request to the Stanwood Police Department requesting “a copy of all of the city’s Flock camera’s pictures and data logs between 5pm & 6pm on 03/30/2025.”
 - 4.2 Stanwood Police Department had not previously accessed Flock’s online cloud system to retrieve footage that matched the request in the course of an investigation or other permitted purpose. Therefore, the requester sought records that Stanwood did not have in its possession because it had not extracted and downloaded the records from Flock’s cloud system.
 - 4.3 Stanwood responded to Defendant on April 16, 2025—within five business days as required by RCW 42.56.520—stating:

... A search of our electronic databases and paper records were performed using the provided information. There were no responsive records found in Stanwood PD's jurisdiction. Stanwood PD is not the holder of the records you're seeking; you may be able to request the records at FlockSafety.com ...

- 4.4 Stanwood then closed the request and advised the Defendant that the statute of limitations had begun to run.
 - 4.5 On May 11, 2025, Defendant responded that, based on the language in the Agreement between Stanwood and Flock, he disagreed with Stanwood's position on ownership of the "footage" and asserted that the Flock data was a public record to which he was entitled access. He requested that the City reopen the request.
 - 4.6 Stanwood responded on May 16th advising that it was reviewing the request with legal counsel.

- 1 4.7 On May 30th, Stanwood advised Defendant that it was still reviewing with its legal
2 counsel.

3 4.8 On June 13th, Stanwood advised Defendant that the City intended to seek a declaratory
4 judgment on the status of Flock data and that the City would contact Defendant with
5 further information on or before August 12, 2025.

6 4.9 On May 29, 2025, Defendant submitted a public records request to Sedro-Woolley's
7 police department stating: "I would like to request all of the images and data logs created
8 by all of the Flock Safety cameras installed in the city between the times of 5:00 PM
9 and 5:30 PM on 5/5/2025, please."

10 4.10 Sedro-Woolley responded on June 5, 2025 that additional time was needed to fulfill the
11 request as it necessitated legal review.

12 4.11 Sedro-Woolley advised Defendant on June 13, 2025 that the City intended to seek a
13 declaratory judgment on the status of Flock data and that the City would contact
14 Defendant with further information on or before August 12, 2025.

15

V. CONTROVERSY

- 17 5.1 A controversy or uncertainty exists that would terminate with a Court decision in
18 accordance with the Uniform Declaratory Judgments Act, RCW 7.24.
19
20 5.2 Plaintiffs assert that the data generated by Flock LPRs and stored in the Flock cloud
21 system are not public records unless and until a public agency extracts and downloads
22 that data.
23
24 5.3 Defendant asserted to Plaintiff Stanwood that the data and images existing in the Flock
25 online cloud system are public records whether or not accessed by Plaintiff Stanwood
prior to the records request.

1 5.4 Plaintiffs and Defendant disagree on whether the data existing in the Flock cloud system
2 prior to extraction by a public agency are public records under the language of the
3 Agreements (**Exhibits B** and **D**) and Public Records Law.

4 **5.5 The Data Is Not a Public Record Under Current Jurisprudence.**

5 5.5.1 The Public Records Act defines a public record as “any writing containing
6 information *relating to the conduct of government or the performance of*
7 *any governmental* or proprietary function *prepared, owned, used, or retained*
8 by any state or local agency regardless of physical form or characteristics.”
9 RCW 42.56.010(3) (emphasis added).

10 5.5.2 The Washington Supreme Court has held that “for information to be a public
11 record, an employee must prepare, own, use, or retain it within the scope of
12 employment.” *Nissen v. Pierce Cnty.*, 183 Wash.2d 863, 878, 357 P.3d 45, 54
13 (Wash. 2015).

14 5.5.3 As described above, per each contract’s terms, Flock has installed its own
15 hardware in particular locations within the Plaintiffs’ jurisdictions. This
16 hardware then takes still images of vehicles that pass within its field of vision.
17 According to the Abstract of Flock’s US patent, “[a] first filter is then applied
18 to the plurality of images and later, the one or remaining images based on the
19 first filter are stored in a memory device.”⁵ Meaning, the technology analyzes
20

24 ⁵ See, Langley, G, Feury, M, inventors; Flock Group Inc., assignee. Method and System for Capturing and
25 Storing Significant Surveillance Images. US patent 11,030,892 B1. June 8, 2021. Available at
 <https://ppubs.uspto.gov/api/pdf/downloadPdf/11030892?requestToken=eyJzdWlOiI2NjhkY2ZjZC03YzJlTRiNDEtOTlhNC01MTJIZDU1OTMxNWMiLCJ2ZXIiOiJmODQwNDVhMy0xMTEzLTRlYmItOTMxYy1lOTA3NWM3NTQxZDMiLCJleHAIoJB9>

1 the data to determine which image(s) are “best” and should therefore be
2 transmitted to the cloud system.

3 5.5.4 Raw images captured within a jurisdiction are limited to the immediate image
4 or images captured by the hardware; however, as explained and illustrated in
5 Flock’s patent, that data is immediately filtered and its metadata is altered.
6 The City no longer has access to the original image.

7 5.5.5 The Flock software continually analyzes and processes the data. As described
8 in Patent No. US 11,030,892 B1⁶:

9
10 The remote image analyzer may compare the license plate data to
11 other data in its database as well as sending the license plate data
12 to other databases. The remote image analyzer may generate one
13 or more alerts and/or reports based on the license plate data from
14 the uploaded images and any matches that it makes during its
15 machine-based comparisons.

16 5.5.6 Once a public agency actually performs a search for a permitted purpose and
17 extracts or downloads data from the Flock cloud system, that data then
18 becomes a public record because it was obtained by an agency employee for
19 agency business in the course of government conduct and performing a
20 governmental function (public safety and law enforcement services).
21 However, the data that exists for 30 days on the Flock cloud system prior to
22 extraction or deletion does not relate to the conduct of government or
23 performance of any government function.

24 5.5.7 The data existing in the cloud system does not reflect any decision considered
25 or made by government, does not relate to a government employee doing their

⁶ *Id.* at Column 6, lines 2-7.

1 job or a regular function of government, and does not exist anywhere in the
2 City's files as a record.

- 3 5.5.8 Under Washington law, public agencies have no duty to create public records
4 not already existing to satisfy a records request. *See*, WAC 44-14-04003(6),
5 *Smith v. Okanogan County*, 100 Wn. App. 7, 14, 994 P.2d 857, 862 (2000).
- 6 5.5.9 Requiring public agencies to generate a new search in the Flock cloud system
7 for the sole purpose of accessing and downloading data requested under the
8 PRA, data which the agency had not previously accessed, would require the
9 agency to create new public records not in existence at the time of the request.
10
- 11 5.5.10 The Plaintiffs do not dispute that the use of search terms in the Flock cloud
12 system results in creating records that are public and may be subject to
13 disclosure, however, the photographs of license plates within a jurisdiction are
14 not related to any function of government as they exist in the cloud system.

15 **5.6 The Data Is Not a Public Record Under the Language and Intention of the**
16 **Agreement.**

- 17 5.6.1 Relevant definitions in the Agreements provide as follows (underlines are
18 added for emphasis):

19 ***“Customer Data”*** means the data, media, and content provided by
20 Customer through the Services. For the avoidance of doubt, the
21 Customer Data will include the Footage.
22 ...

23 ***“Flock Services”*** means the provision of Flock’s software and
24 hardware situational awareness solution, via the Web Interface,
25 for automatic license plate detection, alerts, audio detection,
searching image records, video and sharing Footage.

“***Footage***” means still images, video, audio, and other data
captured by the Flock Hardware or Customer Hardware in the
course of and provided via the Flock Services.

...

1 ***“Permitted Purpose”*** means for legitimate public safety and/or
2 business purpose, including but not limited to the awareness,
3 prevention, and prosecution of crime; investigations; and
4 prevention of commercial harm, to the extent permitted by law.

5 ***“Retention Period”*** means the time period that the Customer Data
6 is stored within the cloud storage, as specified in the applicable
7 Order Form. Flock deletes all Footage on a rolling thirty (30) day
8 basis, except as otherwise stated in the Order Form. Customer
9 shall be responsible for extracting, downloading and archiving
10 Footage from the Flock Services on its own storage devices.

11 ...

12 ***“Web Interface”*** means the website(s) or application(s) through
13 which Customer and its Authorized End Users can access the
14 Services.

15 See, **Exhibits B and D**, §1. DEFINITIONS

16 5.6.2 The definition for “Customer Data” states that it includes the “Footage,” and
17 “Footage” is defined as the content “provided via the Flock Services.” “Flock
18 Services” is defined as the “provision of Flock’s software and hardware ... for
19 automatic license plate detection, alerts, audio detection, searching image
20 records, video and sharing Footage.” See, **Exhibits B and D**.

21 5.6.3 Additionally, “Permitted Purpose” is defined in two different ways in the
22 Agreement—the definition in §1. DEFINITIONS (above) as well as in the
23 Recitals. The Recitals state that Flock provides its services and customers may
24 access the services for the Permitted Purpose which is “solely for the
25 awareness, prevention, and prosecution of crime, bona fide investigations and
 evidence gathering for law enforcement purposes.” See, **Exhibits B and D**,
 page 1.

26 5.6.4 Plaintiffs assert that the Permitted Purposes under the Agreements do not
27 include access to the Flock cloud system for public records purposes. Under
28

the terms of the Agreements, public agencies cannot legally access data for public records purposes. To do so would violate the Agreement.

5.7 If the Data is a Public Record, it is Exempt Under RCW 42.56.

5.7.1 In the alternative, if the images captured and data generated using Flock services are found to be public records prior to being accessed by Plaintiffs, Plaintiffs assert that production of such records is exempt on multiple legal bases and that the current Public Records exemptions should be read to include Flock data and footage based on public policy grounds under RCW 42.56.540.

5.7.2 Plaintiffs assert that the footage and data is exempt under RCW 42.56.240(1) as the records constitute specific intelligence information, the nondisclosure of which is essential to effective law enforcement, and because the footage contained implicates right to privacy concerns. Public access to the footage and data could provide insight into the functionality of the Flock cameras and could undercut their effectiveness.

5.7.3 Because Flock represents that it is CJIS compliant, the data obtained through its services are covered by certain security policies, such as the CJIS Security Policy,⁷ and the information that is protected can only be accessed by CJIS certified individuals.

⁷The “essential premise” of the CJIS Security Policy is to “[p]rovide appropriate controls to protect the full lifecycle of [Criminal Justice Information], whether at rest or in transit” by providing “guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI.” FBI CJIS Information Security Officer, *Criminal Justice Information Services (CJIS) Security Policy*, Version 5.9.5, U.S. Department of Justice, i (July 9, 2024), available at https://le.fbi.gov/file-repository/cjis_security_policy_v5-9-5_20240709.pdf/view

5.7.4 RCW 46.63.220 controls the use of automated traffic safety cameras by cities and counties and states in part:

Notwithstanding any other provision of law, ***all photographs, microphotographs, or electronic images, or any other personally identifying data*** prepared under this section ***are for the exclusive use*** of authorized city or county employees, as specified in RCW 46.63.030(1)(d), ***in the discharge of duties under this section and are not open to the public*** and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section.

RCW 46.62.220(11) (emphasis added).

5.7.5 Flock cameras are substantially similar to automated traffic safety cameras, but there is a vital distinction—automated traffic safety cameras only capture images and data during a traffic infraction. Flock cameras capture images and data about every single vehicle in its field of vision, regardless of if that vehicle is suspected to be involved in illegal activity.

5.7.6 Agencies, like Plaintiffs, are only permitted to access the data on Flock's cloud system for legitimate law enforcement or community protection purposes, so the data agencies search for and ultimately access is only a small fraction of the data that is collected on a daily basis.

5.7.7 If all of the data that exists in Flock's cloud system is found to be public records, despite the data not being accessed or used by a public agency for a permitted purpose, individuals could use public records requests for the data as a mechanism for stalking or harassment of members of the public or government employees.

5.8 Clearly, there are privacy concerns with making ALPR data accessible to the public. Washington has already codified the prohibition against releasing ALPR data from

1 traffic safety cameras in RCW 46.62.220(11), so the data obtained through Flock's
2 services should be exempted from public disclosure.

3 5.9 The data obtained through Flock's services would "clearly not be in the public interest
4 and would substantially and irreparably damage any person, or would substantially and
5 irreparably damage vital governmental functions." RCW 42.56.540. Declaring the data
6 are not public records until accessed and held by a public agency would resolve the
7 current dispute per RCW 7.24.060.
8

9 **VI. PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs prays as follows:

11 1. For a declaration in accordance with RCW 7.24.060 that the "Footage" and data
12 generated by the Flock Safety systems are not public records subject to release until
13 they are accessed and held by a public agency;

14 Or, in the alternative, if the "Footage" and data generated by the Flock Safety systems
15 are found to be public records:

16 2. For a declaration that the public records generated by the Flock Safety systems are
17 exempt from public disclosure on public policy grounds.
18

19 DATED this 16th day of July, 2025.

20 THOMPSON, GUILDNER & ASSOCIATES, INC., P.S.

21 By _____
22

23 Emily Guildner, WSBA No. 46515
24 Nikki Thompson, WSBA No. 37884
25 110 Cedar Ave, Suite 102
Attn: Snohomish, WA 98290
Phone and Fax: (360) 568-3119
Attorneys for Plaintiffs

EXHIBIT A

Frequently Asked Questions

 Search here...[General](#)[Camera](#)[Drones](#)[Crime](#)[Customers](#)[Installation](#)[Maintenance](#)[Price and Payment](#)[Privacy and Access](#)[Software](#)

Can Flock Safety cameras read license plates?

Yes!

Flock Safety is able to capture vehicles traveling up to 100 MPH, day and night, and up to 75 ft away. That's a big part of how we help solve and reduce crime across the country.

Can I use Flock Safety software on my traditional IP cameras?

Yes, with the Wing™ software integration!

The Wing™ software integration enables law enforcement to turn existing IP cameras into ALPR cameras equipped with Flock Safety license plate reading technology.

Learn more about the power of the Wing™ software integration [here](#).

How do the Hot List alerts work?

Flock Safety cameras can prevent crime — with the help of police.

Our cameras have an integration with the FBI NCIC, a database of known wanted vehicles. That means when a camera detects a wanted car, an alert automatically will go to local law enforcement.

Read more about the Hot List integration [here](#).

How do I navigate the search tool?

Searching for footage in the Flock system is much like searching on Google. You can filter results by date and time, then further filter by vehicle type, color, characteristics, or any character of the license plate number. Explore the Help Center for more questions on how to navigate your search tool.

How is Flock Safety's new Search Experience different from the legacy Search Experience?

Flock Safety's new and improved search experience provides users with an easily navigable platform that produces 10x faster results. The new experience resembles popular online retail sites, complete with sidebar filters that include state, body, make, and color, and four new Vehicle Fingerprint™ filters.

Exhibit A - 2

How many frames per second do the LPR cameras capture?

Flock Safety cameras capture somewhere in the range of 6-12 images of a vehicle per session.

When a car drives by, the camera will rapidly capture it entering and exiting the camera frame. Our engineering team has the ability to configure those settings based on the camera location and how much traffic it is expected to capture. This ensures we can provide customers with the evidence they need based on the location.

What does the Wing™ integration add to traditional IP cameras?

The Wing™ software transforms existing IP cameras into ALPR cameras that think like a detective.

Instead of purchasing all new hardware, the Wing™ software integration enables current IP camera owners to use Flock Safety software and Vehicle Fingerprint™ technology on their existing infrastructure.

Learn more about the power of the Wing™ software integration [here](#).

What is the difference between the Flock Safety Wing™ software integration and the Falcon camera?

The Wing™ integration is a software package designed to provide existing IP cameras with the capabilities of the Flock Safety LPR software. The Falcon is a Flock Safety camera that already comes with all of our computer vision and machine learning software capabilities.

Learn more about The Flock Safety Wing™ integration [here](#).

What is Vehicle Fingerprint™ technology?

Vehicle Fingerprint™ technology sets Flock Safety apart from your average LPR camera.

Unlike ordinary ALPRs, Flock Safety cameras go beyond searching for license plates. The systems' unique Vehicle Fingerprint™ technology makes it possible for users to filter their vehicle search for unique characteristics like roof racks, back racks, aftermarket wheels and more.

What kind of vehicles can a Flock Safety camera identify?

Flock Safety cameras use machine learning to identify vehicles and organize them into categories. One way to search for a vehicle is by filtering for its body type, including:

- Cars (coupe, hatchback, convertible, sedan and wagon)
- SUV
- Pickup Truck
- Van (minivan or work van)
- Semi Truck
- Bus
- Motorcycle
- Golfcart
- Trailor
- Bicycle

Why license plate reading?

License plate readers capture the most important piece of evidence police need.

We set out to build a product that could actually help solve crime. And it became clear that the best way to do that was to provide better evidence to police, through License Plate Recognition (LPR) cameras. Because we hear time and again from law enforcement that a license plate is the best piece of evidence.

Read more here: [Why Does License Plate Recognition Matter?](#)

Why would a community want to share their Flock Safety footage with law enforcement?

Sharing your Flock Safety camera footage with law enforcement helps solve and prevent crime in your community and surrounding area. By granting police access to your system, you are adding to their interconnected system of Flock Safety cameras, and thereby giving them an even more powerful tool to stop crime in your neighborhood and others.

Additionally, when you share your network with police, you give them access to features like the Flock Safety Hot List and the [National Center for Missing and Exploited Children \(NCMEC\)](#) AMBER Alerts integration which further protects your community.

Exhibit A - 6

EXHIBIT B

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “***Agreement***” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “***Anonymized Data***” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “***Authorized End User(s)***” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “***Customer Data***” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “***Customer Hardware***” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “***Effective Date***” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “***Embedded Software***” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “***Flock Hardware***” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “***Flock IP***” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “***Flock Services***” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “***Footage***” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “***Installation Services***” means the services provided by Flock for installation of Flock Services.

1.13 “***Permitted Purpose***” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “***Retention Period***” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “***Term***” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “***Web Interface***” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“*Service Suspension*”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "***Customer Obligations***").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information (which shall include but not be limited to all information, documents, agreements, reports, project work product, software, technical information, financial information, business information, personal identifying information or donor information (e.g., product information, distribution information, specifications, designs, and pricing/processing fees or other data, unpatented inventions, ideas, methods, and discoveries, know-how, unpublished patent applications, and other confidential

intellectual property) regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret. Notwithstanding the foregoing, the receiving Party shall be permitted to retain Confidential Information pursuant to applicable law, rule, regulations or compliance policy.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is

compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or

Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock

will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT

MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE

ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform

any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("Deployment Plan"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party

shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("Special Terms"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not

contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

<u>FLOCK NOTICES ADDRESS:</u>	<u>CITY OF STANWOOD NOTICES ADDRESS:</u>
1170 HOWELL MILL ROAD, NW SUITE 210 ATLANTA, GA 30318 ATTN: LEGAL DEPARTMENT EMAIL: legal@flocksafety.com	10220 270 th STREET NW STANWOOD, WA 98292 ATTN: CITY CLERK EMAIL: city.clerk@ci.stanwood.wa.us

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

DATED this 5th day of December, 2024.

FLOCK GROUP, INC.

By: *Mark Smith*
Mark Smith (Dec 6, 2024 08:26 PST)

CITY OF STANWOOD

By: shawn smith
Shawn Smith, City Administrator

ATTEST

Lisa Sokolik
Lisa Sokolik (Dec 6, 2024 08:27 PST)

Lisa Sokolik, City Clerk

APPROVED AS TO FORM

Nikki Thompson
Nikki Thompson (Dec 6, 2024, 08:02 BST)

Nikki Thompson, City Attorney

Flock Safety + WA - Stanwood PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Egkan
kyle.egkan@flocksafety.com
7144690389

flock safety

EXHIBIT A ORDER FORM

Customer:	WA - Stanwood PD	Initial Term:	24 Months
Legal Entity Name:	WA - Stanwood PD	Renewal Term:	24 Months
Accounts Payable Email:	david.hammond@ci.stanwood.wa.us	Payment Terms:	Net 30
Address:	8727 271st St Nw Stanwood, Washington 98292	Billing Frequency:	50% of Annual Contract + 100% of Implementation Invoiced at Signing. 25% of Annual Contract Invoiced at First Camera Validation. 25% of Annual Contract Invoiced at Last Camera Validation. Annual payments invoiced for remainder of subscription term.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$44,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	13	Included
Solar Falcon ® LR	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$325.00	11	\$3,575.00
Professional Services - Existing Infrastructure Implementation Fee	\$75.00	2	\$150.00
Professional Services - Solar Implementation Fee	\$375.00	1	\$375.00

Subtotal Year 1:	\$48,100.00
Annual Recurring Subtotal:	\$44,000.00
Discounts:	\$4,100.00
Estimated Tax:	\$8,565.31
Contract Total:	\$92,100.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$26,100.00
At First Device Installed	\$11,000.00
At Last Device Installed	\$11,000.00
Annual Recurring after Year 1	\$44,000.00
Contract Total	\$92,100.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$4,100.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Falcon® LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Professional Services - Solar Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Law Enforcement Network Access	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

BY: _____

Name: Mark Smith

Title: General Counsel

Date: _____

Customer: WA - Stanwood PD

BY: _____

Name: Shawn Smith

Title: City Administrator

Date: _____

P.O.: NONE

Exhibit B - 23

Flock and Stanwood Agreement

Final Audit Report

2024-12-06

Created:	2024-12-06
By:	Lisa Sokolik (lisa.sokolik@ci.stanwood.wa.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_p66YLcrzhcBiSJ82K9IBifnNAiQdd0p

"Flock and Stanwood Agreement" History

-  Document created by Lisa Sokolik (lisa.sokolik@ci.stanwood.wa.us)
2024-12-06 - 0:28:36 AM GMT
-  Document emailed to Shawn Smith (Shawn.Smith@ci.stanwood.wa.us) for signature
2024-12-06 - 0:31:58 AM GMT
-  Email viewed by Shawn Smith (Shawn.Smith@ci.stanwood.wa.us)
2024-12-06 - 0:45:25 AM GMT
-  Document e-signed by Shawn Smith (Shawn.Smith@ci.stanwood.wa.us)
Signature Date: 2024-12-06 - 0:45:46 AM GMT - Time Source: server
-  Document emailed to nikkit@trustedguidancelaw.com for signature
2024-12-06 - 0:45:49 AM GMT
-  Email viewed by nikkit@trustedguidancelaw.com
2024-12-06 - 4:02:07 PM GMT
-  Signer nikkit@trustedguidancelaw.com entered name at signing as Nikki Thompson
2024-12-06 - 4:02:45 PM GMT
-  Document e-signed by Nikki Thompson (nikkit@trustedguidancelaw.com)
Signature Date: 2024-12-06 - 4:02:47 PM GMT - Time Source: server
-  Document emailed to mark.smith@flocksafety.com for signature
2024-12-06 - 4:02:51 PM GMT
-  Email viewed by mark.smith@flocksafety.com
2024-12-06 - 4:25:53 PM GMT
-  Signer mark.smith@flocksafety.com entered name at signing as Mark Smith
2024-12-06 - 4:26:15 PM GMT



Adobe Acrobat Sign

Exhibit B - 24

-  Document e-signed by Mark Smith (mark.smith@flocksafety.com)
Signature Date: 2024-12-06 - 4:26:17 PM GMT - Time Source: server
-  Document emailed to Lisa Sokolik (lisa.sokolik@ci.stanwood.wa.us) for signature
2024-12-06 - 4:26:21 PM GMT
-  Email viewed by Lisa Sokolik (lisa.sokolik@ci.stanwood.wa.us)
2024-12-06 - 4:26:48 PM GMT
-  Document e-signed by Lisa Sokolik (lisa.sokolik@ci.stanwood.wa.us)
Signature Date: 2024-12-06 - 4:27:56 PM GMT - Time Source: server
-  Agreement completed.
2024-12-06 - 4:27:56 PM GMT



EXHIBIT C



Frequently Asked Questions

 Search here...[General](#)[Camera](#)[Drones](#)[Crime](#)[Customers](#)[Installation](#)[Maintenance](#)[Price and Payment](#)[Privacy and Access](#)[Software](#)

How will I learn how to use my Flock Safety system?

Once you are officially a Flock Safety customer, you will gain access to a virtual help center stocked with helpful articles and training videos.

If you have any additional questions not answered by the help center materials, you can always contact our support staff by emailing support@flocksafety.com.

How many customers does Flock Safety have?

We are currently in 5,000+ communities. On average, 1,000+ crimes solved per day with the help of Flock Safety technology.

What do I do if I need help with my Flock Safety products?

If you need to troubleshoot an issue contact our team!

The Flock Safety team is here to help with customer questions. First, visit our [Help Center](#) in the portal to see if there is an answer there. If you still can't find your answer, send us an email at support@flocksafety.com for assistance.

What phone number should I call if I need to reach someone at Flock Safety?

Here are some helpful numbers when you need help from the Flock Safety team.

- [Sales – 866.901.1781](#)
- [Customer Support – 866.901.1781](#)
- [Billing – 866.901.1781](#)
- [Media Requests – 404.947.7273](#)

Who uses Flock Safety products?

Flock Safety products are used by anyone who wants to reduce crime in their community

Flock Safety products are useful for neighborhood HOA boards, police officers, business owners, community improvement districts (CIDs), business improvement districts (BIDs), neighborhood associations, property management, property developers, and any other community members who want to eliminate crime.

Who does Flock Safety serve?

Flock Safety is trusted by thousands of police departments, communities, national associations, and more.

At a high level, we serve HOAs and neighborhoods, property and community managers, police and public safety organizations, apartments, individual homeowners, schools and universities, and businesses.

EXHIBIT D

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 13 day of November 2024. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or crossreferenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, including any acts or omissions of Authorized End user, which would constitute a breach of this agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, nontransferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account (“*Service Suspension*”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "*Customer Obligations*").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and

perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data nonidentifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which

includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will, after the required record retention timeframe pursuant to Washington state law, be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or

attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET

FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE

SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be

subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain

obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that

Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("Special Terms"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not

contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Morality. In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN: _____

EMAIL: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Flock Safety + WA - Sedro-Woolley PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Garret Thomson
garret.thomson@flocksafety.com
3603207063



EXHIBIT A
ORDER FORM

Customer:	WA - Sedro-Woolley PD	Initial Term:	24 Months
Legal Entity Name:	WA - Sedro-Woolley PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	325 Metcalf St Sedro Woolley, Washington 98284	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$21,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	7	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$364.00	7	\$2,548.00

Subtotal Year 1:	\$23,548.00
Annual Recurring Subtotal:	\$21,000.00
Discounts:	\$2,002.00
Estimated Tax:	\$3,831.13
Contract Total:	\$44,548.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$23,548.00
Annual Recurring after Year 1	\$21,000.00
Contract Total	\$44,548.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$2,002.00

Product and Services Description

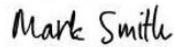
Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Signed by:



By:

Mark Smith

AC5C931454C24F3...

Name: _____

Title: _____

Date: _____

Customer: WA - Sedro-Woolley PD

DocuSigned by:



By:

Dan Mcilraith

AFCD850D7AD14AA...

Name: _____

Title: _____

Date: _____

PO Number: _____

EXHIBIT E

Frequently Asked Questions

 Q Search here...

General

Camera

Drones

Crime

Customers

Installation

Maintenance

Price and Payment

 Privacy and Access

Software

Are Flock Safety products compliant and secure?

Flock Safety products, including: Flock Safety Falcon® LPR, Flock Safety Raven® Audio Detection, and Flock Safety Condor™ Video Cameras are both NDAA and CJIS compliant.

How do I access the footage search?

Simply visit the Flock Safety dashboard to access footage.

All customers should have a username and password to access the Flock Safety dashboard at admin.flocksafety.com.

If you do not have your login details, please contact support@flocksafety.com for access.

How does Flock Safety protect citizen privacy?

Flock Safety has strict measures in place to protect resident privacy.

Flock Safety believes that we can successfully reduce crime while protecting and preserving privacy. Here are a few of the ways we have ethically-engineered our suite of products to ensure privacy protection:

- We store all data for only 30 days (or in adherence with local laws). Customers own all of their data — Flock will never share or sell data with third parties. The customer is the only one to determine who has access to the footage.
- The HOA Safe List feature allows neighborhood residents to register their license plate number and opt to be eliminated from captured footage. This way, police can easily separate residents from non-residents and allow residents with privacy concerns to opt out of the system altogether.
- All images and metadata is encrypted throughout its entire lifecycle, from on-device to storage in the cloud. Flock uses Amazon Web Services cloud storage and KMS-based encryption, limiting access to the encryption keys. All CJIS data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No CJIS data is shared with non-Law Enforcement Flock Safety Customers.

Learn more about how we protect privacy here: [How Flock Safety Works to Eliminate Crime While Protecting and Maintaining Resident Privacy](#).

Exhibit E - 2

How do I set up the Safe List for my neighborhood?

The Flock Safety Safe List allows residents to add their own vehicle details to the system.

To set up the Safe List, we recommend communities and neighborhoods send out an email to all residents. This helps educate everyone and gets the highest amount of participation.

To access the sign-up link, log-in to admin.flocksafety.com, then click "Safe List" located in the navigation bar at the top of your screen. Once on the page, copy the hyperlink listed after "Safe List Signup Link" at the top of the page.

Once the Safe List is enabled, neighbors who enter their details will be marked as a "resident", so if a crime occurs you can quickly filter out community members. Residents can also opt-out of having their vehicle captured on the footage altogether.

How is the footage securely stored?

All footage and metadata is encrypted throughout its entire lifecycle, from on-device to storage in the cloud.

Flock uses Amazon Web Services cloud storage and KMS-based encryption, limiting access to the encryption keys. All CJIS data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No CJIS data is shared with non-Law Enforcement Flock Safety Customers.

Exhibit E - 3

My neighborhood has Flock cameras. Can I mark my car as a "resident" in the system?

Yes, Flock has several features only in place for residential customers. One measure is the Flock Safety HOA Safe List.

The Flock Safety HOA Safe List is a feature available only to neighborhood customers – like HOAs and neighborhood associations – at no additional cost. Flock Safety HOA Safe List feature is not available to Law Enforcement or other Flock customers outside of residential communities.

Furthermore, a vehicle being placed on a residential Flock Safety HOA Safe List in their community does not preclude that same vehicle from being detected and cataloged on other Flock Safety cameras in the network, once leaving their residential community.

The Safe List allows neighborhood residents to self-register their vehicle license plates in their neighborhood's Flock Safety system, allowing footage of a resident's vehicle to be marked as "resident." By self-registering as a resident, you have the ability to opt-out and have any footage of your vehicle automatically deleted. This removes the vehicle from footage and keeps it out of the search.

If you are already a Flock Safety customer and want to learn more about the Safe List, contact support@flocksafety.com for more details.

How long is data stored?

Data from Flock Safety devices is stored and then deleted after 30 days for privacy and security purposes. All images and metadata is encrypted throughout its entire lifecycle, from on-device to storage in the cloud.

Flock uses Amazon Web Services cloud storage and KMS-based encryption, limiting access to the encryption keys. All CJIS data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No CJIS data is shared with non-Law Enforcement Flock Safety Customers.

Based on industry best practices for handling camera footage, Flock Safety defaults to permanently deletion of all data after 30 days. In states or municipalities where a different time span is required by law, we are able to comply with all regulations.

Is the footage securely stored?

Data from Flock Safety devices is stored and then deleted after 30 days for privacy and security purposes.

All images and metadata is encrypted throughout its entire lifecycle, from on-device to storage in the cloud. Flock uses Amazon Web Services cloud storage and KMS-based encryption, limiting access to the encryption keys. All CJIS data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No CJIS data is shared with non-Law Enforcement Flock Safety Customers.

Exhibit E - 5

What is the Authorized Access List feature for HOAs, neighborhoods, and all private organizations?

The Flock Safety Authorized Access List is a feature available to neighborhood customers – like HOAs and neighborhood associations – at no additional cost.

Furthermore, a vehicle being placed on a residential Authorized Access List in their community does not preclude that same vehicle from being detected and cataloged on other Flock Safety cameras in the network, once leaving their residential community.

The Authorized AccessList allows Customers to register certain residential vehicle license plates allowing footage of a resident's vehicle to be marked as "resident." This removes the vehicle from footage and keeps it out of the search. The Authorized Access List can be applied to any kind of "authorized vehicle" such as employees, residents or vendors and have these results omitted from search results.

If you are already a Flock Safety customer and want to learn more about the Authorized Access List, contact support@flocksafety.com for more details.

What is the Safe List feature for HOAs and neighborhoods?

The Flock Safety Safe List is a feature available only to neighborhood customers – like HOAs and neighborhood associations – at no additional cost. The Safe List feature is not available to Law Enforcement or other Flock customers outside of residential communities.

Furthermore, a vehicle being placed on a residential Safe List in their community does not preclude that same vehicle from being detected and cataloged on other Flock Safety cameras in the network, once leaving their residential community.

The Safe List allows neighborhood residents to self-register their vehicle license plates in their neighborhood's Flock Safety system, allowing footage of a resident's vehicle to be marked as "resident." By self-registering as a resident, you have the ability to opt-out and have any footage of your vehicle automatically deleted. This removes the vehicle from footage and keeps it out of the search.

If you are already a Flock Safety customer and want to learn more about the Safe List, contact support@flocksafety.com for more details.

Who monitors the camera footage?

Nobody from Flock Safety is accessing or monitoring your footage.

You, the customer, decide who can access your footage. Whether it's a trusted neighbor, the HOA board members, or your Property Manager, it's entirely up to you.

In the event of a crime, customers can choose to provide access to local police to help gather the evidence needed. Customers can also choose to engage in an ongoing relationship with their local law enforcement to grant them access to Flock Safety footage automatically. This helps police get real-time alerts should a suspect pass through your neighborhood, increasing their capability to solve crimes like AMBER Alerts.

Flock Safety does not access or monitor your footage without explicit request of the customer. Our team does have software in place to measure camera performance and image capture quality. This is used to preemptively diagnose issues and schedule maintenance service calls.

Who has access to Flock footage?

Flock customers own their own data.

The neighborhood, business, or community determines who has access to footage. That often means an HOA board member, trusted neighbor, or property management company is the designated contact in the event of a crime, but it's 100% your call. Flock will not share, sell, or access your data.

EXHIBIT F

LPR Policy

Flock Safety License Plate Reader Usage and Privacy Policy

What is it: License Plate Readers (LPR) capture and store digital images of license plates and vehicles, and use character recognition to identify and store plate characters. The system creates a searchable computerized database, segmented by customer, resulting from the Flock Safety LPR cameras in use by Flock Safety customers. The LPR system data includes license plate number, vehicle image, and vehicle characteristics as well the date, time and location when the image was collected.

Purpose: Identification of vehicles entering, exiting, and traveling within areas of interest of Flock Safety customers to enhance security and safety of those areas.

Training: LPR users will receive initial training from Flock Safety on the procedure and proper use of the system prior to being granted access to the LPR system.

Access: Each Flock Safety customer will designate one or more “administrators” who are the custodians and head administrators of the LPR systems and its operation. Each customer’s data is only accessible to the administrator(s) and/or designees of that customer.

All logins and queries will be stored and monitored including:

- Username
- Date
- Time
- Purpose of query
- License plate and other elements used to query the system

This data will be stored in the Flock Safety system to facilitate audits conducted according to the policies of each Flock Safety customer, in order to ensure access was made by authorized persons for legitimate purposes.

Information Collected: Information collected by the LPR system is as follows:

- License plate image
- Vehicle image
- Vehicle characteristics
- License plate number

Exhibit F - 1

- License plate state
- Date
- Time
- Location

Security: We use administrative, operational, technical, and physical safeguards to protect LPR information from unauthorized access, use, destruction, modification, or disclosure.

Administrative: Username and password protected access to the LPR system. Monitoring and auditing usage of database.

Operational: Training and proper use and secure practices when using LPR and its database.

Technical: All information is encrypted in transit from camera to cloud storage and encrypted at rest in the cloud.

Physical: Multi factor secured VPN access to database, and secure off-site database.

In the very unlikely event of an information breach, all individuals who are believed to be affected or have their personal identifying information compromised will be notified by Davis Lukens (CPO, Flock Safety).

Quality Assurance: LPR is automated so the license plate images and details of collection are included in the system without review. Although infrequent, license plate translation may be incomplete or inaccurate. Users will confirm the computer translation prior to taking any action based on LPR results.

Flock Safety will store the data (data hosting) and ensure proper maintenance and security of data stored in their cloud-based system.

Ownership and Release of LPR Data: Information gathered or collected and records retained by the Flock Safety system on behalf of Flock Safety Customers is owned solely by the Customer. This data will not be:

- Sold, published, exchanged, or disclosed for commercial purposes.
- Disclosed or published without authorization.
- Disseminated to persons not authorized to access or use the information.

However, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including responding to an emergency situation.

Data Retention: LPR data will be stored in the system and then hard deleted on a rolling 30 day basis. This is Flock Safety's default retention schedule; it may be increased or decreased on a case by case basis if a different schedule is required by a jurisdiction or policy of a customer.

Privacy: This policy governs the License Plate Recognition System provided by Flock Safety, and applies to our employees, customers, and camera and data hosting affiliates.

Exhibit F - 2

The images stored in the system are collected from areas visible to the public where there is no reasonable expectation of privacy.

Exhibit F - 3