

**Attention: Project Owner**

**Contract Review**

This agreement is being submitted for your review, approval or comments. Please ensure the contract captures the project details.

Approved by:

Project Owner

Anthony Baros  
Name: Anthony Baros

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*This cover page confirms you have reviewed the contract being submitted to the vendor and provides an opportunity for you to return the contract to the City Attorney's Office with any comments and/or suggested revisions.*

*If the contract captures the project details, please initial to complete this transaction to send the contract to the vendor. However, if you have comments and/or suggested revisions, please select the "Add Comment" icon. You will be provided a text box to include any comments/suggested revisions. Once complete hit "Post."*

*Please contact Gail Walker at (720) 898-7187 if you have any questions.*

## **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**” or “**Arvada**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of the last signature to the Agreement (“**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; and

**WHEREAS**, on or about March 29, 2023, the Parties entered into the Flock Group Inc. Services Agreement and related Government Agency Agreement (the “Pilot Agreement”) under which Flock provided Arvada with a Pilot Period of the Flock Services at no cost to Arvada; and

**WHEREAS**, under the Pilot Agreement, 12 Flock Safety LPRs are currently installed and operating, and three additional Flock Safety LPRs are pending installation; and

**WHEREAS**, Arvada also contracts with Flock for a Falcon Flex under an agreement separate from the Pilot Agreement and this Agreement; and

**WHEREAS**, the Parties wish to finalize and establish Flock Services for a total of 15 Flock Safety LPRs under this Agreement; and

**WHEREAS**, the Parties agree that this Agreement supersedes the Pilot Agreement; and

**WHEREAS**, the Parties agree that this Agreement has no impact on the agreement for the single Falcon Flex; and

**WHEREAS**, Arvada is obtaining the Flock Services in accordance with the sole source provisions of Arvada's Purchasing Ordinance.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

## **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 includes 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 of the last Party's signature this Agreement.

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 or 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 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

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

1.14 “**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.

1.15 “**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.

1.16 “**Term**” means the period of time set forth on the Order Form.

1.17 “**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). All such third parties are considered subcontractors of Flock. All subcontracts Flock enters into in connection with this Agreement shall comply with all applicable federal, state, and local laws and regulations, and shall be subject to all provisions of this Agreement. Flock agrees that it is fully responsible for subcontractors performing Flock Services under this Agreement. Flock shall be Arvada’s sole point of contact regarding Flock Services, including with respect to payment.

**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](mailto: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 Flock 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) Flock is performing scheduled or emergency maintenance, including updates to the Platform as stated in Section 2.4 (“**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 action of any Authorized End Users, 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. However, Customer may terminate this Agreement for material breach according to Section 7.2 if a Service Interruption lasts for ninety (90) or more continuous days.

**2.6 Service Suspension.** Upon reasonable notice to Customer, 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. However, if the Service Suspension was not caused by Customer, such Service Suspension will be deemed a Service Interruption in accordance with section 2.5 and 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 and notify Customer.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer and its 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 for Authorized End Users 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.) to the extent such is not provided by Flock through 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***"). Flock agrees to follow all

requirements and directions provided by Arvada that are required to gain such access and use of Customer facilities.

**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. During the Term, 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. Flock shall not share Customer Data with third party advertisers for targeted advertising purposes, or any other purpose not authorized by this Agreement.

**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. During the Term, 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 and removes all metadata to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. For clarity, Flock may only Anonymized Data for the training of its machine learning algorithms and no other type of Customer Data. Using this Anonymized Data for machine learning algorithms must be done in accordance with Flock’s Privacy Policy (linked below) and solely for the limited purpose of improving Flock Services. In no event shall Flock sell or otherwise distribute Customer Data,

regardless of whether the data constitutes Anonymized Data, to a third-party unless otherwise permitted under this Agreement. 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.

**4.4 Data Distribution.** Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution and only for the duration of the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

**4.5 InfoSec Addendum.** Flock shall provide all Flock Services in accordance with the terms and conditions set forth in Exhibit D: Information Security Addendum.

**4.6 CJIS.** Customer Data may constitute Criminal Justice Information (CJI), which is criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, the Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under §24-72-302. As such, Flock agrees to the terms stated in Exhibit E: Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

## 5. CONFIDENTIALITY; DISCLOSURES

**5.1 Confidentiality.** To the extent permitted under the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(“CORA”) , 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 provided by

the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement or that is not subject to disclosure under CORA. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services or that is not subject to disclosure under CORA, 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.

**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) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder (for clarity Customer may create reports using its Customer Data that is generated through use of the Flock Services), (ii) 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; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove,

obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) 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 by a judicial subpoena or judicial court order 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 (collectively the "Permitted Disclosures"). Notwithstanding the preceding sentence, and unless otherwise expressly authorized by Customer, Flock is prohibited from accessing, using, preserving, disclosing, or otherwise allowing access to the Footage by or to any third party pursuant to an immigration subpoena that has not been authorized by a federal court or pursuant to a legal process that is not authorized by a court of competent jurisdiction. In the event Flock is required to disclose the Footage for the Permitted Disclosures and to the extent possible given any legal requirements, Flock shall provide written notice to Arvada seven calendar days before making the disclosure. The notice shall identify the Footage, the date of the request and disclosure, the purpose of the disclosure, the authority for the disclosure, and the party receiving the disclosure and their contact information.

## **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. The total compensation amount for the first year of this Agreement shall not exceed the amount as stated in Exhibit A. For any renewal term, the amount of the renewal term shall not exceed the amount stated on the applicable Order Form. Each new Order Form must be added to this Agreement pursuant to an amendment. 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 relating to the first invoice in which the error or problem appeared. 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 to Arvada's current project manager identified in this agreement as well as Arvada's Chief of Police and Financial Business Analyst (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 Term of this Agreement shall be for the period of time set forth on the Order Form. 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 or tolling occurs pursuant to Section 2.5. If tolling occurs pursuant to Section 2.5, the automatic renewal will occur following the last day of the toll period.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period, not to exceed eight weeks, at Flock's expense. Aside from loss or damage directly caused by Customer, Customer is not liable for any loss or damage to Flock Hardware after termination or expiration of this Agreement. 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. Customer is responsible for extracting, downloading, and archiving Footage and Customer Data from the Flock Services on its own storage devices within the 30 days prior to Flock deleting the data on its rolling deletion schedule.

**7.2.3 Early termination in the public interest.** Arvada is entering into this Agreement to serve the public interest of the City of Arvada. If this Agreement ceases to further the public interest, Arvada, upon approval by its City Council through resolution at a City Council business meeting, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to an Arvada right to termination for convenience. In the event of such termination for public interest, all fees paid to Flock prior to the effective date of termination shall be deemed earned and are non-refundable. In the event of Arvada’s termination under this Section, Arvada will provide Flock with thirty (30) days notice of the termination. The notice shall contain the effective date for the termination, and, to the extent practicable, the public interest justification for the termination.

**7.2.4 Early termination due to change in law.** As of the Effective Date, Arvada is not aware of any law preventing Arvada from entering into the Agreement. Following the Effective Date, if Arvada is prohibited from using the Services under any applicable law, as determined by Arvada’s legal counsel, Arvada may terminate this Agreement upon written notice to Flock provided that:

7.2.4.1 Arvada first works with Flock to consider whether, in the opinion of Arvada’s legal counsel, a modification of the Services or this Agreement would permit Arvada to lawfully use the Services without terminating the Agreement. If such modification is feasible, the Parties shall work in good faith to amend this Agreement, and Arvada may not terminate under Section 7.2.4 unless a subsequent change in the law, or a court’s interpretation of the law, prohibits Arvada’s use of the Services as determined by Arvada’s legal counsel.

7.2.4.2 If Arvada, in the opinion of its legal counsel, can complete the current Term as of the date the change in law becomes effective without violating the new law, then Arvada cannot terminate under Section 7.2.4 and may instead submit a notice of non-renewal under Section 7.1.

7.2.4.3 A determination that this Agreement should be terminated due to a change in law shall not be equivalent to a termination for convenience. In the event of such termination due to a change in law, all fees paid to Flock prior to the effective date of termination shall be deemed earned and are non-refundable.

7.2.5 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 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 repair or replace the defective Flock Hardware or Embedded Software 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 then-current 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 unless it is a manufacturer defect according to section 8.1.

8.3 **Warranty.** Flock shall use 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 and in accordance with any permitting requirements. 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 IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY

DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK TO THE EXTENT THIS DISCLAIMER DOES NOT LIMIT ANY EXPRESS WARRANTIES PROVIDED UNDER THIS AGREEMENT OR PROVIDED BY APPLICABLE LAW. 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 to be provided as 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. The affected party shall give prompt notice to the other party and make reasonable efforts to mitigate the event's impact. If the event continues for more than 30 consecutive days, the Term will be tolled by the duration of the force majeure event.

## **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 TWO (2) TIMES THE AMOUNT OF 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, WILLFUL MISCONDUCT OR FRAUD, (II) INDEMNIFICATION OBLIGATIONS, OR (III) BREACHES OF CONFIDENTIALITY.

**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; (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; (iii) any data breaches of security incidents directly caused by Flock that result in unauthorized access to Customer Data, (iv) any violations of law by Flock.

## 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. In the event Flock Hardware poses an immediate risk of harm to persons or property, Customer may temporarily move or secure the Flock Hardware as reasonably necessary to address such risk. Customer shall promptly notify Flock of any such action and shall not otherwise tamper with, alter, or reinstall the Flock Hardware without Flock's prior written consent. Flock shall promptly inspect and, if necessary, reinstall or repair the

Flock Hardware following such notice All work performed under an Order Form is subject to the terms and conditions of this Agreement. 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 as to Flock Hardware that has been intentionally removed, repositioned, re-installed, tampered with, altered, adjusted or otherwise taken possession or control of by Customer. Except for Customer's removal of Flock Hardware due to an event where Flock Hardware poses an immediate risk of harm to persons or property, and this Agreement shall be subject to immediate termination for material breach by Customer. For clarity, Flock may immediately terminate this Agreement if Customer intentionally and directly removes, re-positions, re-installs, tampers with, alters, adjusts or otherwise takes possession or control of the Flock Hardware when no immediate risk of harm to persons or property are present. Flock may not terminate this Agreement pursuant to this section for any of Customer's actions related to the Flock Hardware resulting from an immediate risk of harm to persons or property. Customer shall not perform any intentional 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, confirm approval of any such fees, and the Parties will execute an amendment to this Agreement.

**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 in accordance with the Deployment Plan 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 but no later than six months from the time the Parties finalize a location for new Flock Hardware under the Deployment Plan. 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. Upon request, Flock shall provide Customer with the names of the subcontractor or third-party used to fulfill Flock's obligations under this Agreement, provided that the request is reasonably necessary to address a specific issue. Examples of such issues include an investigation into the cause of damage in the vicinity of a Flock camera or a community inquiry concerning the identity of parties performing work in a certain location. This reason must be included in Customer's request. Flock shall not install any Flock Hardware in a location where an individual would have a reasonable expectation of privacy.

## **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 to the extent it does not contain any terms and conditions that conflict with this Agreement), 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 unless expressly included in this Agreement or through an amendment, 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. The Pilot Agreement is terminated upon the Effective Date without breach by either Party.

**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. Flock shall not create any indebtedness on behalf of Customer, provided, however, that this covenant shall not apply to any liability, damage, injury or expense to the extent caused by the sole negligence or willful misconduct of the Customer or its agents, officers or employees. Nothing in this Section shall limit either Party's right to seek damages, recovery, or payment from the other for a Party's breach of this Agreement. All personnel assigned by Flock to perform work under the terms of this Agreement shall be and remain at all times, employees or subcontractors of Flock for all purposes.

**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 Customer’s 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, Customer 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. All notices will be provided to the email or mailing address listed in the Order Form.

**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.

**11.16 Arvada's General Terms and Conditions.** Flock agrees to follow terms and conditions:

**11.16.1 NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in the Agreement to the contrary, Arvada does not indemnify Flock or anyone else under the Agreement.

**11.16.2 GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.

**11.16.3 OPEN RECORDS REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 et seq.)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Flock has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.

**11.16.4 PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event Customer Data contains any Personal Identifying Information as defined in C.R.S. § 24-73-101, Flock shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

**11.16.5 NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Flock. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Flock. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.

11.16.6 **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.

11.16.7 **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Flock shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.

11.16.8 **TIME OF THE ESSENCE.** Flock acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement. To that end, Flock agrees to proceed with all due diligence to complete any installations, repair, or maintenance to Flock Hardware in a timely manner in accordance with this Agreement, and further agrees that failure to do so during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.

11.6.9 **WAIVER OF BREACH.** A waiver by any party to the Agreement of a breach of any Agreement term shall not operate or be construed as a waiver of any subsequent breach by either party.

11.6.10 **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Flock's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Flock Services unless that provision is specifically referenced in the Agreement.

11.16.11 **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Flock harmless; requires Arvada to agree to binding arbitration shall be void ab initio.

11.16.12 **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person nor to any other dispute resolution procedure. Any provision to the contrary shall be null and void.

11.16.13 **ACCESSIBILITY COMPLIANCE.**

11.16.13.1 Flock shall comply with the Accessibility Standards for an Individual with a Disability adopted by Colorado's Office of Information Technology pursuant to C.R.S. §24-85-103.

11.16.13.2 Flock shall indemnify, hold harmless, and assume liability on behalf of Arvada and Arvada's officers, employees, and agents, for all costs, expenses, claims, damages, liability, court awards, attorney fees and related costs, and any other amounts incurred by Arvada in relation to Flock's noncompliance with the Accessibility Standards for an Individual with a Disability adopted by the Office of Information Technology pursuant to C.R.S. §24-85-103.

11.16.13.3 Arvada may require that the Flock's compliance with Accessibility Standards for an Individual with a Disability adopted by the Office of Information Technology pursuant to C.R.S. §24-85-103 is determined and attested to by a qualified third party selected by Arvada.

11.17. **Data Privacy.** Flock will promptly notify Customer in writing in the event of any breach of the Flock Data Privacy Addendum ("DPA"), applicable law or any instruction by Customer in connection with the processing of Customer personal data under the DPA. Without limiting the generality of the foregoing, Flock shall notify Customer in writing without undue delay after becoming aware of any security incident, and reasonably cooperate in the investigation of any such security incident and any obligation of Customer under applicable law to make any notifications to individuals, supervisory authorities, governmental or other regulatory authority, or the public in respect of such security incident. Flock shall take reasonable steps to contain, investigate, and mitigate any security incident, and shall, without undue delay, send Customer timely information about the security incident, including, but not limited to, the nature of the security incident, the measures taken to mitigate or contain the security incident, and the status of the investigation. Flock's notification of or response to a security incident under this clause will not be construed as an acknowledgement by Flock of any fault or liability with respect to the security incident. Flock will maintain intrusion detection systems that log events to Flock's security team in real-time. Additional security logs are generated for periodic review by the security team including failed and successful login attempts.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS: 8101 RALSTON ROAD

ARVADA, CO 80002

ATTN: COMMANDER ANTHONY BAROS

EMAIL: [abaros@arvada.org](mailto:abaros@arvada.org)

With a copy

to:

ADDRESS: 8101 RALSTON ROAD

ARVADA, CO 80002

ATTN: CITY ATTORNEY'S OFFICE

EMAIL: [rmorris@arvada.org](mailto:rmorris@arvada.org)

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

**FLOCK GROUP, INC.**

**Customer: CO - Arvada PD**

By:  Signed by:  
1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal Officer

Date: 12/9/2025

By: Edward Brady

Name: Edward Brady

Title: Chief of Police

Date: 12/3/2025

ATTEST:

Kristen R. Rush  
City Clerk



APPROVED AS TO FORM:  
Rachel A. Morris, City Attorney

By: Laura Hemler

# **Exhibit A**

Master Services Agreement  
Flock Group Inc.

## **Flock Safety + CO - Arvada PD**

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

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MAIN CONTACT:  
Seth Morrissey  
[seth.morrissey@flocksafety.com](mailto:seth.morrissey@flocksafety.com)  
+17202780421

**flock safety**





EXHIBIT A  
**ORDER FORM**

Customer: CO - Arvada PD  
Legal Entity Name: CO - Arvada PD  
Accounts Payable Email: broberts@arvada.org  
Address: 8101 Ralston Rd Arvada, Colorado 80001

Initial Term: 12 Months  
Renewal Term: 12 Months  
Payment Terms: Net 30  
Billing Frequency: Annual  
Retention Period: 30 Days

**Hardware and Software Products**  
Annual recurring amounts over subscription term

| Item                                | Cost     | Quantity | Total              |
|-------------------------------------|----------|----------|--------------------|
| <b>Flock Safety Platform</b>        |          |          | <b>\$47,500.00</b> |
| <b>Flock Safety Platform</b>        |          |          |                    |
| Flock Safety Platform - Essentials  | Included | 1        | Included           |
| <b>Flock Safety LPR Products</b>    |          |          |                    |
| Flock Safety LPR, fka Falcon        | Included | 15       | Included           |
| <b>Flock Safety FlockOS Add Ons</b> |          |          |                    |
| Flock Safety Advanced Search        | Included | 1        | Included           |

**Professional Services and One Time Purchases**

| Item                                                | Cost     | Quantity | Total      |
|-----------------------------------------------------|----------|----------|------------|
| <b>One Time Fees</b>                                |          |          |            |
| <b>Flock Safety Professional Services</b>           |          |          |            |
| Professional Services - Standard Implementation Fee | \$350.00 | 15       | \$5,250.00 |

|                                   |             |
|-----------------------------------|-------------|
| <b>Subtotal Year 1:</b>           | \$52,750.00 |
| <b>Annual Recurring Subtotal:</b> | \$47,500.00 |
| <b>Discounts:</b>                 | \$4,500.00  |
| <b>Estimated Tax:</b>             | \$0.00      |
| <b>Contract Total:</b>            | \$52,750.00 |

*Taxes shown above are provided as an estimate. Actual taxes applicable to Customer 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.*

*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.*

- Special Terms:**
- This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference.
  - This Agreement will automatically renew for no more than four successive renewal terms.
  - The Term of the Flock Hardware referenced in the table above shall commence on the date of the last Party’s signature to the MSA.
  - As of the Effective Date of this Order Form, Flock is continuing to install the 15 Flock Safety LPRs.

- . Subject to any permitting delays beyond the Parties’ control, Flock shall promptly install the remaining two Flock Safety LPRs prior to the expiration of the Term.

**Billing Schedule**

| Billing Schedule              | Amount (USD) |
|-------------------------------|--------------|
| Year 1                        |              |
| At Contract Signing           | \$52,750.00  |
| Annual Recurring after Year 1 | \$47,500.00  |
| Contract Total                | \$52,750.00  |

\*Tax not included

**Discounts**

| Discounts Applied                  | Amount (USD) |
|------------------------------------|--------------|
| Flock Safety Platform              | \$0.00       |
| Flock Safety Add-ons               | \$0.00       |
| Flock Safety Professional Services | \$4,500.00   |

Product and Services Description

| Flock Safety Platform Items                         | Product Description                                                                                                                                                                                                   |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Flock Safety Platform - Essentials                  | An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.                                                     |
| Flock Safety LPR, fka 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. |
| Flock Safety Advanced Search                        | Advanced Search is an optional upgrade for Law Enforcement Grade LPR cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search.                                                          |
| 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.        |

FlockOS Features & Description

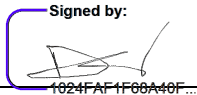
| FlockOS Features                               | Description                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Community Network Access                       | The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.                                                                                 |
| Unlimited Users                                | Unlimited users for FlockOS                                                                                                                                                                                                                                                                                      |
| State Network (License Plate Lookup Only)      | Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.                                                                                                                                                                                                  |
| Nationwide Network (License Plate Lookup Only) | With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations. |
| Law Enforcement Network Access                 | The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.                                                                                                                                                                                   |
| 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.                                                                                                               |
| Real-Time NCIC Alerts on Flock ALPR Cameras    | Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.                                                      |
| 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                                                                                                                                                                                                       |

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.

Customer: CO - Arvada PD

By:  Signed by:  
1024FAF1F0BA40F...

By: Edward Brady

Name: Dan Haley

Name: Edward Brady

Title: Chief Legal Officer

Title: Chief of Police

Date: 12/8/2025

Date: 12/3/2025

PO Number: \_\_\_\_\_

ATTEST:

Kristen R. Rush  
City Clerk



APPROVED AS TO FORM:  
Rachel A. Morris, City Attorney  
By: Laura Hemler

# **Exhibit B**

Master Services Agreement  
Flock Group Inc.

## 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, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock’s Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

**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) **Workers Compensation** insurance in accordance with statutory limits;
- (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).

# **Exhibit C**

Master Services Agreement  
Flock Group Inc.

# Customer Implementation Guide

# Law Enforcement



flock safety

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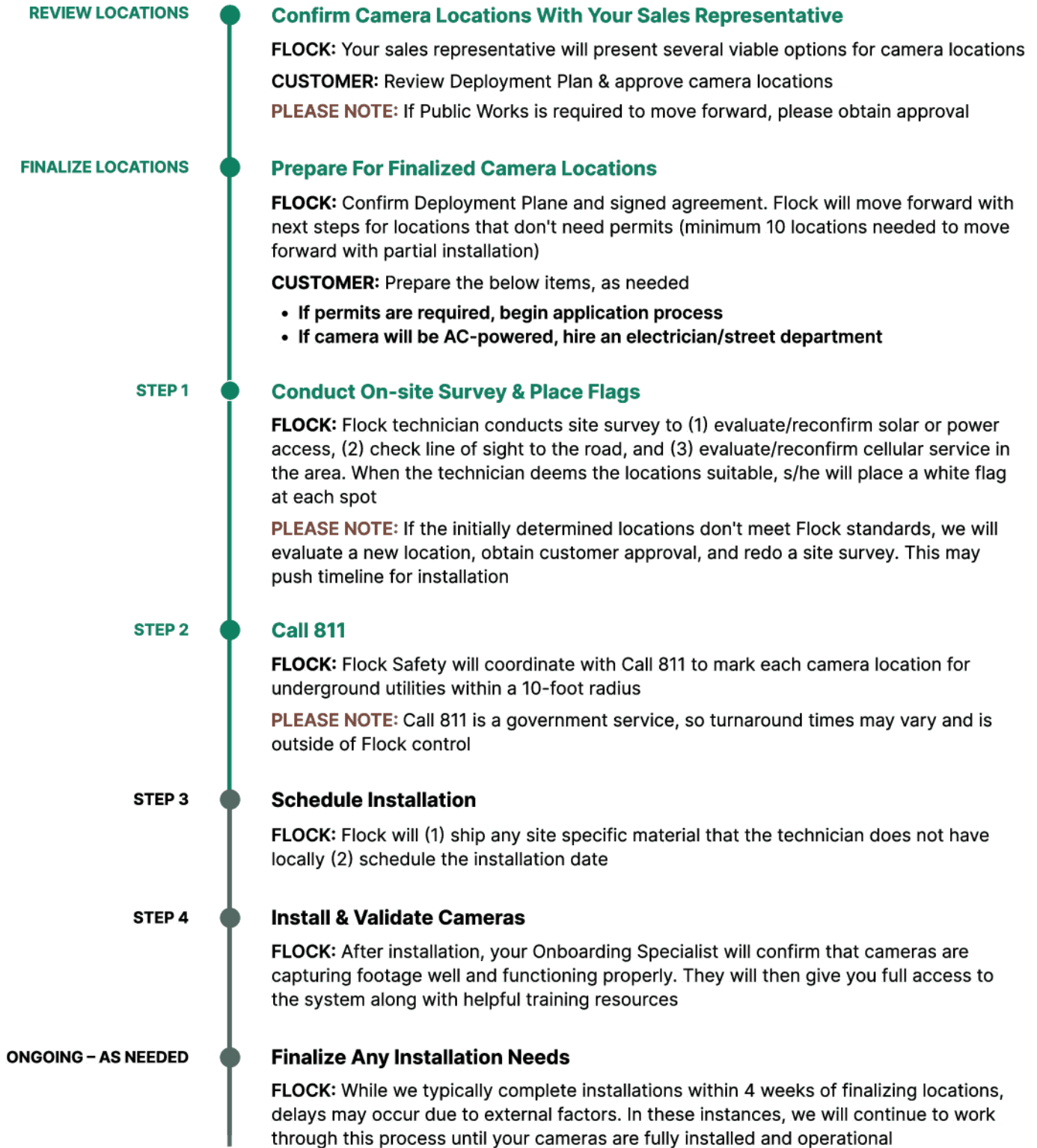
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# Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



# Flock Safety Team

| Implementation Team                                                                                                                                   | How They Will Support You                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p data-bbox="217 688 490 726"><b>Project Manager</b></p>           | <p data-bbox="607 373 1349 459">Your <b>Project Manager</b> is your <b>primary contact during camera installation.</b></p> <p data-bbox="607 495 1414 821">Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>                                                                                                                                                                                                                                                                                             |
|  <p data-bbox="222 1318 490 1402"><b>Field Operations Team</b></p> | <ul data-bbox="626 1010 1422 1812" style="list-style-type: none"> <li>• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.</li> <li>• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.</li> <li>• <b>*Note*:</b> For <b>all Installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician.</li> </ul> |

| Relationship Team                                                                                                                                    | How They Will Support You                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p data-bbox="199 669 511 756"><b>Customer Success Manager</b></p> | <p data-bbox="609 371 1403 457">Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p data-bbox="609 493 1403 625">While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p data-bbox="609 661 1403 793">Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul data-bbox="626 810 1414 1178" style="list-style-type: none"> <li>• Set up Account Training</li> <li>• Understand benefits of features</li> <li>• Learning best practices for getting relevant data</li> <li>• Identifying opportunities to expand the security network in your area</li> <li>• Provide feedback on your partnership with Flock</li> </ul> |
|  <p data-bbox="253 1644 457 1730"><b>Flock Safety Support</b></p> | <p data-bbox="609 1339 1414 1566">The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. <b>To get in touch with support</b>, simply email <a href="mailto:support@flocksafety.com">support@flocksafety.com</a> or call <b>866-901-1781 Mon-Fri 8am-8pm EST.</b></p> <p data-bbox="609 1577 959 1614">Support can help you:</p> <ul data-bbox="626 1635 1414 1913" style="list-style-type: none"> <li>• Request camera maintenance</li> <li>• Troubleshoot online platform</li> <li>• Contract / Billing questions</li> <li>• Update account information</li> <li>• Camera Sharing questions</li> <li>• Quick “How to” questions in your Flock Account</li> </ul>                                                                                                         |

| Outside Party                                                | When They May Be Involved                                                                                                            |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Electrician/Street Department                                | If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity |
| Public Works (LE)                                            | To weigh in on the use of public Rights of Way or property                                                                           |
| Department of Transportation (DOT), City, or County agencies | If installation in your area requires permitting                                                                                     |

**PLEASE NOTE:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

# Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

|          | Existing Infrastructure Install | Standard Install | Advanced Install |
|----------|---------------------------------|------------------|------------------|
| Pole     | None                            | Flock            | NCHRP 350 / MASH |
| Timeline | Short                           | Medium           | Longest          |
| Cost     | Lowest                          | Mid              | Highest          |

## Existing Infrastructure Implementation

**COST:** \$150 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
  - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
  - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
  - Access requiring up to a 14' using an A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
  - Standard, 12' above grade [Flock breakaway pole](#)
  - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Standard Implementation

**COST:** \$650 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Advanced Implementation

**COST:** \$1,900 per camera (one time cost)

### Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

# Things to Consider When Selecting Locations

## Falcon Cameras



- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.\*
  - They should be mounted one per pole.\*\* If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).\*\*\*
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

\* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

\*\* Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

\*\*\* Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

## Solar Panels

Solar panels need unobstructed southern-facing views.



## Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



# Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

## How to Get Started with a Powered Install



### 1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources

---



### 2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera

---



### 3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras

---



### 4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present

---



### 5. Install Camera

Flock will install the camera and AC power kit at the specified camera location

---



### 6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

---

# Electrician Handout

## Electrician Installation Steps

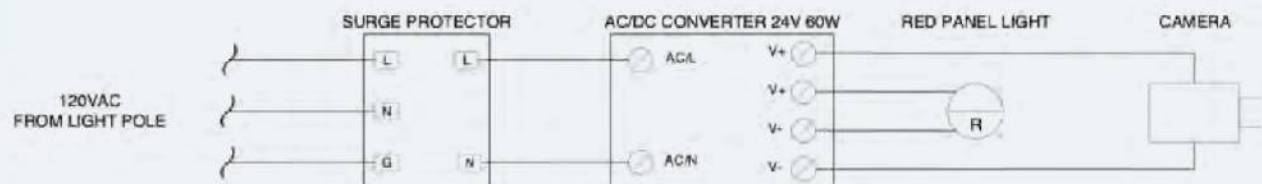
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
  - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
  - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



**Southeast Region - (678) 562-8766**

**West-Region - (804) 607-9213**

**Central & NE Region - (470) 868-4027**



## FAQs about AC-Powered Flock Cameras

### What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

### How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

### Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

### Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

### How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

### What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

**Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

**How long does this process typically take?**

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

**What kind of electrician should I look for?**

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

**What happens if the electrician damages the equipment?**

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

**When should the electrician perform his work?**

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

**What if my electrician has questions about Flock's AC Kit?**

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

**What if the AC power is on a timer?**

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

# Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

| What Is Covered By Flock                                                 | What Is NOT Covered By Flock                                   | Special Note                                                   |
|--------------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|
| Flock Cameras & Online Platform                                          | Traffic Control And Any Associated Costs                       |                                                                |
| Mounting Poles                                                           | *DOT Approved Pole Cost Electrician & Ongoing Electrical Costs |                                                                |
| AC Power Kit (As Needed)                                                 | Engineering Drawings                                           |                                                                |
| Solar Panels (As Needed)                                                 | Relocation Fees                                                | <i>Excluding Changes During Initial Installation</i>           |
| Site Surveys And Call 811 Scheduling                                     | Contractor Licensing Fees                                      |                                                                |
| Installation Labor Costs                                                 | Permit Application Processing Fees                             |                                                                |
| Customer Support / Training                                              | Specialist Mounting Equipment                                  | <i>Including, But Not Limited To, **MASH Poles Or Adapters</i> |
| Cellular Data Coverage                                                   | Bucket Trucks                                                  |                                                                |
| Maintenance Fees<br>(Review <a href="#">Fees Sheet</a> For More Details) | Loss, Theft, Damage To Flock Equipment                         |                                                                |
| Data Storage For 30 Days                                                 | Camera Downtime Due To Power Outage                            | <i>Only Applicable For AC-Powered Cameras</i>                  |
|                                                                          | ***Field Technician Maintenance For <b>Falcon™ Flex</b>        |                                                                |

\*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

\*\*\*If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

# Permitting: Pre-Install Questionnaire

## 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

## 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

## 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

## 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?\***

**PLEASE NOTE:** If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

## **\*Fee Schedule**

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

### **What Services Incur Fees:**

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
  - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy  
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

### **Incurred Fees:**

- Camera relocation
  - Existing infrastructure (non-AC powered)..... **\$350**
  - Flock pole (non-AC powered)..... **\$750**
  - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
  - Camera only as a result of vandalism, theft, or damage ..... **\$800**
  - Pole replacement only as a result of vandalism, theft, or damage
    - Flock pole ..... **\$500**
    - Advanced pole ..... **\$5000**
  - Full replacement as a result of vandalism, theft, or damage
    - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
    - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge ..... **\$350**
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email [support@flocksafety.com](mailto:support@flocksafety.com).

## Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

*(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

[How do I reset my / another user's password?](#)

## Customer Support

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com). They can help answer any "How-To" questions you may have.

# **Exhibit D**

Master Services Agreement  
Flock Group Inc.

## EXHIBIT D:

### FLOCK'S INFORMATION SECURITY ADDENDUM

This Information Security Addendum ("**InfoSec Addendum**") is agreed and accepted as of the Effective Date of the Agreement. The InfoSec Addendum is incorporated into the Agreement by reference. All capitalized terms used but not defined herein will have the meaning ascribed to them in the Agreement.

#### 1. PURPOSE

**1.1. Scope.** This InfoSec Addendum sets forth Flock's information security program and infrastructure policies in order to protect Customer Data from unauthorized use, access, disclosure, theft, and/or manipulation for the term of the Agreement and for any period of time thereafter during which Flock Safety has possession of or access to the Customer Data.

**1.2. Conflict.** In the event of a conflict between this Addendum and the Agreement, the terms of this Addendum shall control only to the extent of the conflict.

#### 2. PHYSICAL SECURITY.

**2.1. Data Center.** Flock will exclusively use Amazon Web Services ("**AWS**") for the provision of data center facilities. Flock warrants that AWS meet the physical security requirements appropriate for processing and storage of Customer Data and will regularly, but at least annually, review the AWS certification of its data center facilities.

**2.2. Flock Offices.** Flock offices will not store Customer Data in any tangible form. Office facilities are protected with locks and cameras and only admit Flock's authorized personnel.

**2.3. Flock Laptops.** Notwithstanding Section 2.2 above, Customer Data may be temporarily downloaded onto Flock-owned laptops for data analysis and/or troubleshooting. Laptops are security-hardened with a configuration that includes full-disk encryption, enforced password authentication, and automatic screensaver with password unlock.

#### 3. NETWORK, STORAGE, AND HOST SECURITY.

**3.1. Transmission.** Flock will ensure Customer Data under Flock's control traversing any public network will be end-to-end encrypted using TLS 1.2 or better, and a cipher suite adhering to the recommendations of NIST SP800-52 of at least AES128-SHA256 or better.

**3.2. Geographic Location.** Flock does not store Customer Data outside of the United States. Flock may transfer Customer Data outside the United States but only upon Customer's prior written consent. If such transfer occurs, the Parties agree that the laws of the State of Colorado will apply to the data and that Flock will take the appropriate measures to ensure the Customer Data is protected in accordance with applicable data protection laws, including implementing contractual safeguards or other legal mechanism as required.

**3.3. Storage and Encryption.** Flock will store all Customer Data transmitted to Flock in AWS S3 containers set with encryption-at-rest to AES256 or better; or in Flock databases encrypted to AES256 or better; or to online backups ("snapshots") stored in AWS S3 containers set with encryption-at-rest to

AES256 or better. Decryption and management of encryption keys are controlled by Flock. Only NIST-approved ciphers and modes will be used for encryption.

**3.4. Storage Media.** Flock will not store Customer Data on removable media (e.g. tapes, removable disks, flash drives, etc.) in the normal course of business. Any transfer of Customer Data via removable media is prohibited without Customer's written approval.

**3.5. Intrusion Detection / Prevention.** Flock will implement appropriate and industry standard tools, equipment and mechanisms in the environment of, and within, the application designed to prevent unauthorized access to Customer Data. Such tools may include deployment of firewalls, intrusion detection systems, malware detection, and malware interception software. Flock will monitor all such tools, and assess and take steps to address any incidents of which it becomes aware without undue delay.

#### **4. LOGGING AND MONITORING.**

**4.1. Availability and Performance.** Flock will continuously monitor infrastructure, network, storage, and system performance.

**4.2. Security Alerts.** Flock maintains intrusion detection systems that log events to Flock's security team in real-time. Additional security logs are generated for periodic review by the security team including failed and successful login attempts.

#### **5. THIRD PARTY SECURITY.**

**5.1. Vendor Due Diligence.** Flock conducts appropriate due diligence prior to engaging any third party, vendor, subcontractor, or subprocessor used to provide any services to the Customer.

**5.2. Vendor Management.** Flock will evaluate all vendors to ensure their security controls are of a level consistent with or better than Flock's own, prior to any vendor being given access to any Flock system or Customer Data. Flock uses a formal vendor risk management system based on recommendations in NIST SP 800-39.

**5.3. Vendor Certification and Warranty.** Flock will evaluate and store vendor credentials, vendor engagement agreements, and any other artifacts as appropriate for the task engaged (such as PCI-DSS attestations for payment processors; ISO27001 for Infrastructure Providers; SOC-2 where applicable for SaaS) for at least one year past the lifetime of the vendor engagement with Flock. Flock will review such artifacts and credentials annually.

#### **6. CUSTOMER ACCESS CONTROLS.**

**6.1. Customer Authentication (SAML Login).** Customers with Single Sign-On via the "Security Assertion Markup Language" standard ("**SAML Login**") will configure any access restrictions via the Customer's IdP. All access controls (such as password complexity, multi-factor authentication, session length validity) are the responsibility of the Customer.

**6.2. Customer Authentication (OAuth2 Login).** Customers with Single Sign-On via the “Open Authentication 2.0” standard (“**OAuth2 Login**”) will either (a) allow users to configure any access restrictions via their OAuth2 provider, or (b) may restrict the OAuth2 domain to an OAuth2 provider under their control (such as the enterprise Google Workspace). All access controls (such as password complexity or multi-factor authentication) are the responsibility of the OAuth2 account holder. Where Customer controls the OAuth2 provider (such as for Google Workspace), all access controls are the responsibility of the Customer.

**6.3. Customer Authentication (username/password).** Customers may allow username/password as a mechanism to authenticate users. Customer passwords are stored within Auth0 using industry standard techniques. Flock will ensure no user password is ever stored in the clear in any Flock-controlled cache, file, database, or access log.

## **7. CUSTOMER DATA.**

**7.1. Flock Service.** The Customer will control access to data obtained by Flock’s service, via Flock’s user interface. The Customer may invite, allow access to, remove access from the service at any time. Upon written request, Flock’s Customer team can update user permissions for the Customer. In the case of specific deletion, Flock will use commercially reasonable efforts to remove all Customer Data from shared access, and from Flock’s systems following the completion of backup cycles, as Customer Data may be temporarily retained in Flock backups after deletion.

**7.2. Personal Information.** Flock acknowledges that in connection with providing the Services, it collects and processes user personal information and/or personal data (“Personal Information”) in accordance with its Privacy Policy available at [flocksafety.com/privacy-policy](https://flocksafety.com/privacy-policy). Subject to the terms and conditions of the Agreement, Flock shall be considered a “Service Provider” of Personal Information for purposes of the California Consumer Privacy Act of 2018 and the General Data Protection Regulation 2016/679, respectively. Flock shall be solely responsible for its compliance with privacy and data protection laws, including, but not limited to: (i) ensuring Personal Information is lawfully processed; (ii) the fulfillment of any individual rights requests; and (iii) responding to and remediating any data breaches. Flock warrants that any such privacy policy change will not materially reduce the level of protection afforded to Arvada or its end users nor expand Arvada’s obligations under this Agreement.

**7.3. Access Control.** Flock’s access controls will include industry standard procedures to check and enforce access restrictions for network requests.

**7.4. Customer Data Segmentation.** Data that is captured as part of the Flock service is stored as an individual file, in an encrypted AWS S3 container, with the URL controlled by the Flock Safety servers.

**7.5. Custom Data Retention.** Data that is captured on private cameras as part of the Flock service is stored for 30 days, and then permanently deleted. Notwithstanding, data that is captured on cameras purchased directly by a law enforcement agency or a governing body of a municipality are stored subject to retention laws and regulations that have been put in place by a democratically elected official or body that governs a municipality, but no longer than one (1) year.

**7.6. Customer Data Confidentiality.** Flock will not share Customer Data with any third party except as necessary to perform its obligations under the Agreement or as otherwise permitted by the Agreement.

## **8. INCIDENT MANAGEMENT.**

**8.1. Assessment and Notification.** Flock will promptly investigate all reported or detected security issues and assess the impact to the Customer. If the Customer is affected, especially in situations where Customer Data has been accessed by an unauthorized third party, Flock will ensure the Customer is promptly notified so that Customer can promptly comply with the timeframe required by applicable laws to the email address provided by the Customer for reporting security incidents.

**8.2. Remediation.** For any incident that affects the Customer, Flock will cooperate with Arvada regarding recovery, remediation, and the necessity to involve law enforcement, as determined by Arvada. Flock shall take steps to reduce the risk of incurring a similar type of security incident in the future. Flock will inform the Customer of the progress of any remediation periodically throughout remediation activity. Based on Flock's assessment, customers may be involved in the remediation. Flock will provide the Customer with a detailed report of the incident as soon as reasonably possible (the "**Report**") which shall be Flock's Confidential Information; however Arvada may share any Report with any law enforcement agencies involved in the investigation or remediation of a security issue. Flock will retain all data related to the incident for at least one year past the termination of this Agreement.

**8.3. Notification** To the extent it is necessary to do so under applicable law, Flock shall be responsible for the cost of notifying each person or entity who may be impacted by a security issue resulting in unauthorized access to Customer Data only if Flock or its subcontractors' actions directly caused, or are directly attributable to, the instance of unauthorized access.

## **9. FLOCK SAFETY ACCESS CONTROLS.**

**9.1. Flock Workforce Authentication.** Flock staff will use individual credentials to access the Flock system. All access permissions are role-based grants, on the principle of least privilege. Multifactor authentication is mandatory for system access. Additional multifactor authentication is required for access to core systems such as for infrastructure management or financial system access.

**9.2. Flock Endpoint Devices.** Flock's end-point devices will be configured to increase protection of any Customer Data that may be accessed, including full-disk encryption, mandatory login passwords, and password-secured screensavers.

## **10. SOFTWARE DEVELOPMENT.**

**10.1. Code Development.** Flock uses a Secure Software Development Life Cycle (SSDLC) framework for all code development. All branch, feature, and release must be reviewed by more than one team member. Pull requests must be approved by an authorized team member. Automated code analysis and integration testing is applied before any code merge, and again before release to production.

**10.2. Change Management.** Flock requires all code to pass all automated tests prior to being considered for release. A release must be approved by an authorized team member designated for that code area. Emergency fixes may be expedited but will still require approval from an authorized member of the responsible team. Incident management change control will be overseen by Flock's CTO.

**10.3. Software Frameworks.** Flock uses industry-standard software frameworks and libraries. All frameworks are regularly reviewed for security issues and amendments made as appropriate to any deployed or in-development code.

**10.4. Threat and Vulnerability Management.** Flock uses internal vulnerability scanning tools including AWS Inspector to identify known vulnerabilities. Flock will undergo a penetration test carried out by an independent third party on at least an annual basis.

## **11. HUMAN RESOURCES SECURITY.**

**11.1. Generally.** Flock will take appropriate steps to ensure compliance across Flock's employees, contractors, agents, and affiliates to prevent any unauthorized access, use, modification, disclosure, or other misuse of Customer Data.

**11.2. Background Verification.** Flock conducts background verification of its employees and contractors in accordance with relevant laws and regulations. Background verification checks are commensurate with an individual's job duties and include at a minimum of identity verification and criminal history checks.

**11.3. Training.** All Flock employees receive regular training on security and privacy requirements to comply with Flock's information security policies and procedures. Training is provided during employee onboarding and at least annually thereafter. Additional training is provided to address new threats as they emerge.

## **12. BUSINESS CONTINUITY.**

**12.1. Backup.** Flock will maintain multiple snapshots of operational databases to be able to recover data. Backup restoration is restricted to senior Flock operations staff, authenticated by multifactor authentication. Snapshots will be encrypted to AES256 or better.

**12.2. Resiliency by Design.** Flock will design backend servers to be naturally resilient. Single server failures will trigger automatic recovery/failover to another server for that function.

## **13. REGULATORY COMPLIANCE AND AUDIT.**

**13.1. AUDIT.** Flock will only seek accreditation or attestation from reputable auditors. Flock will retain all third-party audit results for at least two (2) years. Customers may request to examine evidence and the result of audits when they are available. Customers do not have the right to independently audit Flock directly as part of this Agreement except to verify Flock's compliance with Colorado's Accessibility Standards for an Individual with a Disability as stated in Section 11.17.13 of the Agreement.

# **Exhibit E**

Master Services Agreement  
Flock Group Inc.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

**1.01 Contracting Government Agency (CGA)** – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

**1.02 Contractor** – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

**2.01** The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

**3.00 Responsibilities of the Contractor.**

**3.01** The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

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Printed Name/Signature of Contractor Employee

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Date

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Printed Name/Signature of Contractor Representative

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Date

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Organization and Title of Contractor Representative