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

CITY OF SEDRO-WOOLLEY and CITY OF  
STANWOOD, Washington municipal  
corporations,  
  
Plaintiffs,  
  
vs.  
  
JOSE RODRIGUEZ,  
  
Defendant,

Case No. 25-2-00717-29  
  
COMPLAINT FOR DECLARATORY  
JUDGMENT

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1 1.3 Defendant JOSE RODRIGUEZ is an individual who has pending Public Records  
2 Requests with Sedro-Woolley and Stanwood under Washington’s Public Records Act,  
3 RCW 42.56.

4 **II. JURISDICTION AND VENUE**

5 2.1 Jurisdiction and venue are proper in Skagit County when an action is maintained by a  
6 public corporation under RCW 4.08.110 and where a substantial part of the cause of  
7 action arose. Sedro-Woolley is wholly located in Skagit County and the Court has  
8 authority to declare rights, duties, and liability of the City under RCW 4.08.110 and  
9 RCW 7.24.010. Further, under Court Rule 20, Permissive Joinder of Parties, the City of  
10 Stanwood may avail itself of the Court’s jurisdiction since this matter arises out of the  
11 same series of occurrences, and the question of law or fact is common to both Plaintiffs  
12 as it arises out of RCW 42.56.  
13

14 **III. BACKGROUND FACTS**

15 3.1 Plaintiffs Sedro-Woolley and Stanwood have contracted with Flock Group, Inc., known

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compare plates against those of cars driven by people suspected of being involved in illegal activities.”<sup>1</sup>

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

3.5 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 provid[ing] notifications” to customers. *See*, Master Services Agreement between Flock and Stanwood (the “Agreement”) attached as **Exhibit B**, page 1.

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

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

3.10 Under the Master Services Agreements between Plaintiffs and Flock, Plaintiffs are only allowed to utilize Flock’s services for the enumerated “Permitted Purpose” which is “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.” See, **Exhibits B and D**, §1.

**DEFINITIONS.**

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

*See generally, Exhibit A.*

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

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

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

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

6 3.18 Flock’s neighborhood customers can opt-in to allow law enforcement users to access  
7 the cameras and/or data captured in their jurisdictions. *See, Exhibit A, page 6, § Why*  
8 *would a community want to share their Flock Safety footage with law enforcement?*  
9 However, Criminal Justice Information Systems data captured and stored is not shared  
10 with neighborhood customers. *See generally, Exhibit E.*

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

14 3.20 Law enforcement users can customize their settings to limit or expand their network,

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

10 3.23 If a user is making a search in the Flock cloud system, such as looking up the license  
11 plate number of a person with dementia who is missing, they must input information  
12 such as the reason for the search (reasonable suspicion, probable cause, missing person,  
13 AMBER Alerts, etc.), investigation case number, and other agency-specific  
14 information.

15 3.24 Flock indefinitely stores and monitors data about all logins and queries, including the

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

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

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

12 3.28 Flock's online cloud system prevents customers from downloading more than 100  
13 images at a time. Plaintiffs' system of Flock cameras can easily capture more than 4,000  
14 images in one day.  
15

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|    |     |                                                                                         |
| 1  |     | <b>IV. FACTS GIVING RISE TO THIS COMPLAINT</b>                                          |
| 2  | 4.1 | On April 10, 2025, Defendant JOSE RODRIGUEZ submitted a public records request          |
| 3  |     | to the Stanwood Police Department requesting “a copy of all of the city’s Flock         |
| 4  |     | camera’s pictures and data logs between 5pm & 6pm on 03/30/2025.”                       |
| 5  | 4.2 | Stanwood Police Department had not previously accessed Flock’s online cloud system      |
| 6  |     | to retrieve footage that matched the request in the course of an investigation or other |
| 7  |     | permitted purpose. Therefore, the requester sought records that Stanwood did not have   |
| 8  |     | in its possession because it had not extracted and downloaded the records from Flock’s  |
| 9  |     | cloud system.                                                                           |
| 10 |     |                                                                                         |
| 11 | 4.3 | Stanwood responded to Defendant on April 16, 2025—within five business days as          |
| 12 |     | required by RCW 42.56.520—stating:                                                      |
| 13 |     | ... A search of our electronic databases and paper records were performed               |
| 14 |     | using the provided information. There were no responsive records found                  |
| 15 |     | in Stanwood PD’s jurisdiction. Stanwood PD is not the holder of the                     |
|    |     | records you’re seeking; you may be able to request the records at                       |
|    |     | FlockSafety.com ...                                                                     |

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

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

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

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

12 4.11 Sedro-Woolley advised Defendant on June 13, 2025 that the City intended to seek a  
13 declaratory judgment on the status of Flock data and that the City would contact  
14 Defendant with further information on or before August 12, 2025.  
15

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

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

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

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

15 5.5.3 As described above, per each contract’s terms, Flock has installed its own

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|    |       |                                                                                |
| 1  |       | the data to determine which image(s) are “best” and should therefore be        |
| 2  |       | transmitted to the cloud system.                                               |
| 3  | 5.5.4 | Raw images captured within a jurisdiction are limited to the immediate image   |
| 4  |       | or images captured by the hardware; however, as explained and illustrated in   |
| 5  |       | Flock’s patent, that data is immediately filtered and its metadata is altered. |
| 6  |       | The City no longer has access to the original image.                           |
| 7  | 5.5.5 | The Flock software continually analyzes and processes the data. As described   |
| 8  |       | in Patent No. US 11,030,892 B1 <sup>6</sup> :                                  |
| 9  |       |                                                                                |
| 10 |       | The remote image analyzer may compare the license plate data to                |
| 11 |       | other data in its database as well as sending the license plate data           |
| 12 |       | to other databases. The remote image analyzer may generate one                 |
| 13 |       | or more alerts and/or reports based on the license plate data from             |
| 14 | 5.5.6 | Once a public agency actually performs a search for a permitted purpose and    |
| 15 |       | extracts or downloads data from the Flock cloud system, that data then         |

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| 1  | job or a regular function of government, and does not exist anywhere in the          |
| 2  | City's files as a record.                                                            |
| 3  | 5.5.8 Under Washington law, public agencies have no duty to create public records    |
| 4  | not already existing to satisfy a records request. <i>See</i> , WAC 44-14-04003(6),  |
| 5  | <i>Smith v. Okanogan County</i> , 100 Wn. App. 7, 14, 994 P.2d 857, 862 (2000).      |
| 6  | 5.5.9 Requiring public agencies to generate a new search in the Flock cloud system   |
| 7  | for the sole purpose of accessing and downloading data requested under the           |
| 8  | PRA, data which the agency had not previously accessed, would require the            |
| 9  | agency to create new public records not in existence at the time of the request.     |
| 10 | 5.5.10 The Plaintiffs do not dispute that the use of search terms in the Flock cloud |
| 11 | system results in creating records that are public and may be subject to             |
| 12 | disclosure, however, the photographs of license plates within a jurisdiction are     |
| 13 | not related to any function of government as they exist in the cloud system.         |
| 14 |                                                                                      |
| 15 | <b>5.6 The Data Is Not a Public Record Under the Language and Intention of the</b>   |

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| 1  | <b>“Permitted Purpose”</b> 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.                                                                                                                                           |
| 2  |                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3  | <b>“Retention Period”</b> 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 in the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices. |
| 4  |                                                                                                                                                                                                                                                                                                                                                                                                       |
| 5  | ...                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6  | <b>“Web Interface”</b> means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.                                                                                                                                                                                                                                                            |
| 7  |                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8  |                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9  | <i>See, Exhibits B and D, §1. DEFINITIONS</i>                                                                                                                                                                                                                                                                                                                                                         |
| 10 | 5.6.2 The definition for “Customer Data” states that it includes the “Footage,” and                                                                                                                                                                                                                                                                                                                   |
| 11 | “Footage” is defined as the content “provided via the Flock Services.” “Flock                                                                                                                                                                                                                                                                                                                         |
| 12 | Services” is defined as the “provision of Flock’s software and hardware ... for                                                                                                                                                                                                                                                                                                                       |
| 13 | automatic license plate detection, alerts, audio detection, searching image                                                                                                                                                                                                                                                                                                                           |
| 14 | records, video and sharing Footage.” <i>See, Exhibits B and D.</i>                                                                                                                                                                                                                                                                                                                                    |
| 15 | 5.6.3 Additionally, “Permitted Purpose” is defined in two different ways in the                                                                                                                                                                                                                                                                                                                       |

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

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

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

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

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5.7.4

RCW 46.63.220 controls the use of automated traffic safety cameras by cities and counties and states in part:  
  
Notwithstanding any other provision of law, *all photographs, microphotographs, or electronic images, or any other personally identifying data* prepared under this section *are for the exclusive use* of authorized city or county employees, as specified in RCW 46.63.030(1)(d), *in the discharge of duties under this section and are not open to the public* and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section.  
  
RCW 46.62.220(11) (emphasis added).

5.7.5

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

5.7.6

Agencies, like Plaintiffs, are only permitted to access the data on Flock’s cloud system for legitimate law enforcement or community protection

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

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

8  
9 **VI. PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs prays as follows:

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

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

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# EXHIBIT A

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# Frequently Asked Questions

Search here...

General

Camera

Drones

Crime

Customers

Can Flock Safety cameras read license plates?

Yes!

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

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How do the Hot List alerts work? ☐

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

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

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

How do I navigate the search tool? ☐

Searching for footage in the Flock system is much like searching on Google. You can filter results by date and time, then further filter by vehicle type, color, characteristics, or any character of the license plate number

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How many frames per second do the LPR cameras capture?



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

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

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



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

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



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

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

What is Vehicle Fingerprint™ technology?



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

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## What kind of vehicles can a Flock Safety camera identify?



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

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

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### Why license plate reading?



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

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

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

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



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# EXHIBIT B

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## Master Services Agreement

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

## RECITALS

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

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

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## 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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## 2. SERVICES AND SUPPORT

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

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

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable

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

**2.6 Service Suspension.** Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited

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### 3. CUSTOMER OBLIGATIONS

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

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

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

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

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

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

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the Fees as set forth in the applicable Order.

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

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

**7. TERM AND TERMINATION**

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “Term”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless

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

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

**8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER**

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

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to

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

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

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

## 9. LIMITATION OF LIABILITY; INDEMNITY

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY,

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

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

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents.

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

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

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

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

## 11. MISCELLANEOUS

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

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

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

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the

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

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

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

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

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas,

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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

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EXHIBIT B  
**INSURANCE**

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

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

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000)

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DATED this 5<sup>th</sup> day of December, 2024.

**FLOCK GROUP, INC.**

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

**CITY OF STANWOOD**

By: Shawn Smith  
Shawn Smith, City Administrator

**ATTEST**

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

**APPROVED AS TO FORM**

Nikki Thompson  
Nikki Thompson (Dec 6, 2024 08:02 PST)  
Nikki Thompson, City Attorney

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## Flock Safety + WA - Stanwood PD

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

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

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EXHIBIT A  
**ORDER FORM**

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

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

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

**Professional Services and One Time Purchases**

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Billing Schedule

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

\*Tax not included

Discounts

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

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Product and Services Description

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

FlockOS Features & Description

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

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# Flock and Stanwood Agreement

Final Audit Report

2024-12-06

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

## "Flock and Stanwood Agreement" History

-  Document created by Lisa Sokolik (lisa.sokolik@ci.stanwood.wa.us)  
2024-12-06 - 0:28:36 AM GMT
-  Document emailed to Shawn Smith (Shawn.Smith@ci.stanwood.wa.us) for signature  
2024-12-06 - 0:31:58 AM GMT
-  Email viewed by Shawn Smith (Shawn.Smith@ci.stanwood.wa.us)  
2024-12-06 - 0:45:25 AM GMT
-  Document e-signed by Shawn Smith (Shawn.Smith@ci.stanwood.wa.us)  
Signature Date: 2024-12-06 - 0:45:46 AM GMT - Time Source: server
-  Document emailed to nikkit@trustedguidancelaw.com for signature

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

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# Frequently Asked Questions

 Search here...

General

Camera

Drones

Crime

Customers

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

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

If you have any additional

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



If you need to troubleshoot an issue contact our team!

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

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



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

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Who uses Flock Safety products?



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

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

Who does Flock Safety serve?



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Master Services Agreement

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

RECITALS

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

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing

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## AGREEMENT

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

### 1. DEFINITIONS

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

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

1.2 “*Authorized End User(s)*” means any individual employees, agents, or contractors of

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

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

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

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

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

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## 2. SERVICES AND SUPPORT

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

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

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

**2.6 Service Suspension.** Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack

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

3. CUSTOMER OBLIGATIONS

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

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

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

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data nonidentifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

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

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

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

**6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If

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

**7. TERM AND TERMINATION**

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Term*”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “*Renewal Term*”) unless either Party gives the

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

## **8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER**

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

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer

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

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

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

9. LIMITATION OF LIABILITY; INDEMNITY

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

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

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or

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

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

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of

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

11. MISCELLANEOUS

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

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

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

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee

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

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

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

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

**11.8 Publicity.** Flock has the right to reference and use Customer’s name and trademarks and disclose the nature of the Services in business and development and marketing efforts. **11.9**

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

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

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

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

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

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**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: \_\_\_\_\_

ATTN: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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EXHIBIT B  
INSURANCE

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

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

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

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Flock Safety + WA - Sedro-Woolley PD

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

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

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EXHIBIT A  
ORDER FORM

Customer: WA - Sedro-Woolley PD  
Legal Entity Name: WA - Sedro-Woolley PD  
Accounts Payable Email:  
Address: 325 Metcalf St Sedro Woolley, Washington 98284

Initial Term: 24 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - Invoiced at First Camera Validation.  
Retention Period: 30 Days

Hardware and Software Products  
Annual recurring amounts over subscription term

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

Professional Services and One Time Purchases

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

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**Billing Schedule**

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

\*Tax not included

**Discounts**

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

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Product and Services Description

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

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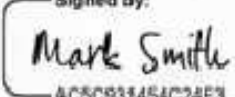
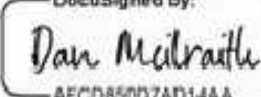
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By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

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

|                                                                                                                                                        |                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FLOCK GROUP, INC.</b>                                                                                                                               | <b>Customer: WA - Sedro-Woolley PD</b>                                                                                                                       |
| <div><div>Signed by:</div><div></div><div>AC5C931454C24F3</div></div> | <div><div>DocuSigned by:</div><div></div><div>AFCD85DD7AD14AA</div></div> |
| By: _____                                                                                                                                              | By: _____                                                                                                                                                    |
| Name: <u>Mark Smith</u>                                                                                                                                | Name: <u>Dan Mcilraith</u>                                                                                                                                   |
| Title: <u>General Counsel</u>                                                                                                                          | Title: _____                                                                                                                                                 |
| Date: <u>11/23/2024</u>                                                                                                                                | Date: <u>11/23/2024</u>                                                                                                                                      |
|                                                                                                                                                        | PO Number: _____                                                                                                                                             |

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# Frequently Asked Questions

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Camera

Drones

Crime

## Are Flock Safety products compliant and secure?

Flock Safety products, including: Flock Safety Falcon® LPR, Flock Safety Raven® Audio Detection, and Flock Safety Condor™ Video Cameras

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FAQ

How does Flock Safety protect citizen privacy?

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

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

- We store all data for only 30 days (or in adherence with local laws). Customers own all of their data – Flock will never share or sell data with third parties. The customer is the only one to determine who has access to the footage.
- The HOA Safe List feature allows neighborhood residents to register their license plate number and opt

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FAQ

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



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

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

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

Once the Safe List is enabled, neighbors who enter their details will be marked as a "resident". so if a crime

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FAQ

**My neighborhood has Flock cameras. Can I mark my car as a “resident” in the system?** ☐

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

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

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

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FAQ

### How long is data stored?



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

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

Based on industry best practices for handling camera footage, Flock Safety defaults to permanently deletion of all data after 30 days. In states or

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|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <a href="https://www.flocksafety.com/faq">https://www.flocksafety.com/faq</a> | agencies. No CJIS data is shared with non-Law Enforcement Flock Safety Customers. Exhibit E - 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7/16/25, 9:29 AM                                                              | <div>FAQ</div> <div><div><div><div><div><div></div><div>What is the Authorized Access List feature for HOAs, neighborhoods, and all private organizations?</div></div><div><div>The Flock Safety Authorized Access List is a feature available to neighborhood customers – like HOAs and neighborhood associations – at no additional cost.</div><div>Furthermore, a vehicle being placed on a residential Authorized Access List in their community does not preclude that same vehicle from being detected and cataloged on other Flock Safety cameras in the network, once leaving their residential community.</div><div>The Authorized AccessList allows Customers to register certain residential vehicle license plates allowing footage of a resident's vehicle</div></div></div></div></div></div> |

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FAQ

### What is the Safe List feature for HOAs and neighborhoods?



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

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

The Safe List allows neighborhood residents to self-register their vehicle license plates in their neighborhood's

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FAQ

### Who monitors the camera footage?



Nobody from Flock Safety is accessing or monitoring your footage.

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

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

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FAQ

Who has access to Flock footage?



Flock customers own their own data.

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

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# LPR Policy

## Flock Safety License Plate Reader Usage and Privacy Policy

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

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

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

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

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https://www.flocksafety.com/legal/lpr-policy

7/16/25, 9:56 AM

LPR Policy

- License plate state
- Date
- Time
- Location

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

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

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

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

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

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

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

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

<https://www.flocksafety.com/legal/lpr-policy>

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LPR Policy

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

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