

## **Flock Safety + KY - Danville PD**

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

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## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

**Join thousands of agencies reducing crime with Flock Safety's public safety operating system**

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

## Out-of-Box Software Features

<p>Simplified Search</p>	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>● Vehicle make</li> <li>● Body type</li> <li>● Color</li> <li>● License plates <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>● Decals</li> <li>● Bumper stickers</li> <li>● Back racks</li> <li>● Top racks</li> </ul>
<p>National and Local Sharing</p>	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p style="text-align: center;"><i>California SVS FDLE FL Expired Licenses FL Expired Tags FL Sanctioned Drivers FL Sex Offenders Georgia DOR IL SOS Illinois Leads NCIC NCMEC Amber Alert REJIS CCIC FBI</i></p>
<p>Real-time Alerts</p>	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
<p>Interactive ESRI Map</p>	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
<p>Vehicle Location Analysis</p>	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

## License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon®LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>✓ 1 Standard LPR Camera</p> <p>✓ Unlimited LTE data service + Flock OS platform licenses</p> <p>✓ 1 DOT breakaway pole</p> <p>✓ Dual solar panels</p> <p>✓ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>✓ 1 LPR Camera</p> <p>✓ Unlimited LTE data service + software licenses</p> <p>✓ 1 portable mount with varying-sized band clamps</p> <p>✓ 1 Charger for internal battery</p> <p>✓ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>✓ 1 Long-Rage LPR Camera</p> <p>✓ Computing device in protective poly case</p> <p>✓ AC Power</p> <p>✓ Permitting, installation, and ongoing maintenance</p>

### Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.  <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs  Get support educating your stakeholders, including city councils and other governing bodies.  Media Relations  Share crimes solved in the local media with the help of our Public Relations team.

# flock safety

## EXHIBIT A ORDER FORM

Customer: KY - Danville PD  
 Legal Entity Name: KY - Danville PD  
 Address: 445 W Main St Danville, Kentucky 40422

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

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$30,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	10	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Advanced Implementation Fee	\$1,900.00	9	\$17,100.00
		<b>Subtotal Year 1:</b>	<b>\$47,750.00</b>
		<b>Annual Recurring Subtotal:</b>	<b>\$30,000.00</b>
		<b>Estimated Tax:</b>	<b>\$0.00</b>
		<b>Contract Total:</b>	<b>\$77,750.00</b>

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

### Billing Schedule

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At Contract Signing	\$47,750.00
<b>Annual Recurring after Year 1</b>	\$30,000.00
<b>Contract Total</b>	\$77,750.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
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 - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: KY - Danville PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

## **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 19 day of May 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### **RECITALS**

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

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

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

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

## AGREEMENT

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

### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes.

Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

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

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

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

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

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, 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, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

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

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

diminish the quality of the services or materially change any terms or conditions within this Agreement.

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

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

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

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

### **3. CUSTOMER OBLIGATIONS**

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

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

### **4. DATA USE AND LICENSING**

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

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

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

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

## 5. CONFIDENTIALITY; DISCLOSURES

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving

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

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

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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

## **6. PAYMENT OF FEES**

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

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

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

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

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

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

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

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

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

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

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

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

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

## **9. LIMITATION OF LIABILITY; INDEMNITY**

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

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

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

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

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

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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

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

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

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

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

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

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

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

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

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

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

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

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

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

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: \_\_\_\_\_

**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.

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

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

# APPROVED

8/18/2023

Kentucky Transportation Cabinet  
Department of Highways  
Division of Maintenance  
Permits Branch

TC 99-1 (B)  
07/2018  
Page 1 of 1

## ENCROACHMENT PERMIT

KYTC KEPT #: 07-2023-00339

Permittee: City of Danville

Permit Type / Subtype: Other / Miscellaneous

Work Completion Date: 1/1/2025

INDEMNITIES		
Type	Amount Required	Tracking Number
Performance Bond	\$0.00	
Cash / Check	\$0.00	
Self-Insured	\$20,000.00	40422
Payment Bond	\$0.00	
Liability Insurance	\$0.00	

This permit has been:

APPROVED

DENIED

Daniel Kucela

D7 Engineering Support - TEBM

8/17/2023

SIGNATURE

TITLE

DATE

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.

LOCATION(S)			
Description	County - Route	Latitude	Longitude
ALPR Camera 6	Boyle - US 150	37.646184	-84.782956
ALPR Camera 3	Boyle - US 127	37.678669	-84.791866
ALPR Camera 9	Boyle - KY 33	37.663156	-84.767817
ALPR Camera 8	Boyle - US 150	37.635987	-84.756315
ALPR Camera 4	Boyle - US 127	37.620084	-84.774745
ALPR Camera 2	Boyle - US 150 B	37.621249	-84.750129
ALPR Camera 5	Boyle - US 127 B	37.630092	-84.798494
ALPR Camera 7	Boyle - KY 34	37.656355	-84.751347

To Submit a Locate Request

24 Hours a Day, Seven Days a Week:

Call 811 or 800-752-6007



Know what's below. Call before you dig

LOCATION(S)			
Description	County - Route	Latitude	Longitude
ALPR Camera 1	Boyle - US 127	37.618215	-84.774407



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH

TC 99-1A  
Rev. 10/2020  
Page 1 of 4

## APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: 07-2023-00339

### SECTION 1: APPLICANT CONTACT INFORMATION

APPLICANT City of Danville	ADDRESS 445 W Main St		
EMAIL	CITY Danville	STATE KY	ZIP 40422
CONTACT NAME 1 Tony Gray	EMAIL tgray@danvilleky.gov	PHONE #(859) 238-1224 CELL #	
CONTACT NAME 2 (if applicable) Shelby Ferguson	EMAIL shelby.ferguson@flocksafety.com	PHONE #(772) 643-5001 CELL #	

### SECTION 2: PROPOSED WORK LOCATION

ADDRESS	CITY Danville	STATE Kentucky	ZIP 40422
COUNTY Boyle County	ROUTE # See Below	MILE POINT See Below	LONGITUDE (X) See Below
			LATITUDE (Y) See Below

### ADDITIONAL LOCATION INFORMATION:

#### FOR KYTC USE ONLY

PERMIT TYPE:  Air Right  Entrance  Utilities  Vegetation Removal  Other: \_\_\_\_\_

ACCESS:  Full  Partial  by Permit LOCATION:  Left  Right  Crossing

### SECTION 3: GENERAL DESCRIPTION OF WORK

Flock Safety proposes to install nine (9) auto license plate reading (ALPR) security cameras for the Danville Police Department. Note: ALPR cameras do not require any electric/utility connection (please see the plans).

#### Locations:

Camera 1: US 127, mp 3.494, 37.618215/-84.774407  
Camera 2: US 150B, mp 1.359, 37.621249/-84.750129  
Camera 3: US 127, mp 8.328, 37.678669/-84.791866  
Camera 4: Boyle US 127, mp 3.630, 37.620084/-84.774745  
Camera 5: Boyle US 127B, mp 1.890, 37.630092/-84.798494

Camera 6: US 150, mp 13.472, 37.646184/-84.782956  
Camera 7: KY 34, mp 14.785, 37.656355/-84.751347  
Camera 8: US 150, mp 14.721, 37.635987/-84.756315  
Camera 9: KY 33, mp 1.242, 37.663156/-84.767817

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.



## APPLICATION FOR ENCROACHMENT PERMIT

### TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
  - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
  - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
  - C. **LIABILITY INSURANCE:** Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
  - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH

TC 99-1A  
Rev. 10/2020  
Page 3 of 4

## APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), \_\_\_\_\_, hereby consent to the granting of the permit requested by the applicant along Route \_\_\_\_\_, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) \_\_\_\_\_, subscribed and sworn by \_\_\_\_\_, on this date \_\_\_\_\_.
11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH

TC 99-1A  
Rev. 10/2020  
Page 4 of 4

## APPLICATION FOR ENCROACHMENT PERMIT

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.
21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.
22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

---

UTILITY

---

NAME (Utility Representative)

---

TITLE (Utility Representative)

---

SIGNATURE (Utility Representative)

---

DATE



To Submit a Locate Request  
24 Hours a Day, Seven Days a Week:  
Call 811 or 800-752-6007

MITTED BY DANVILLE  
OLICE DEPARTMENT

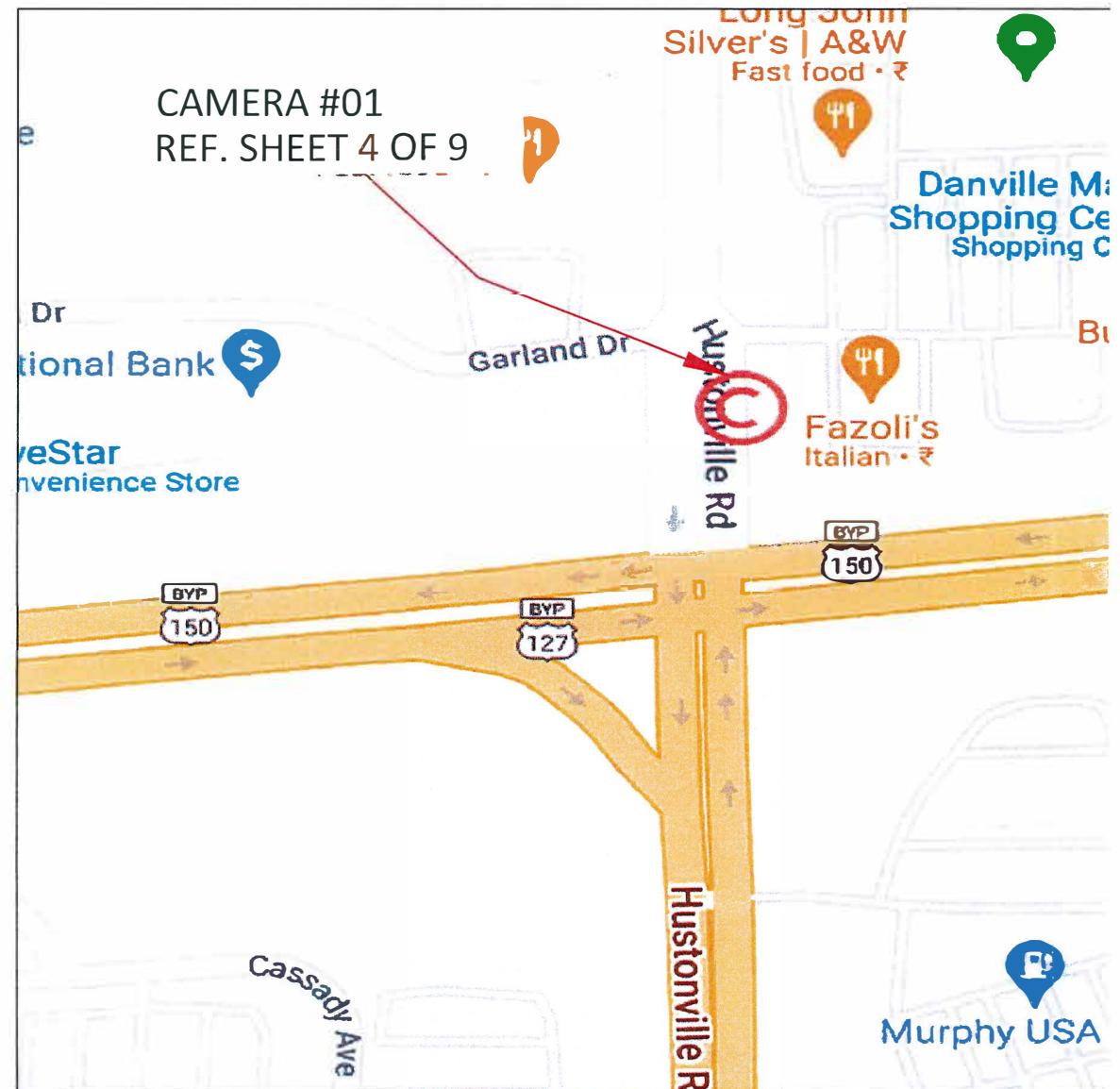
C LICENSE PLATE READING  
(PR) CAMERA PERMIT

# TY OCK SATE

## LOCATION / VICINITY MAP

HEET AND CAMERA LOCATION MAP  
OTES AND TRAFFIC DESIGN TABLE  
LOCATION INFORMATION

ONTROL PLAN  
AILS



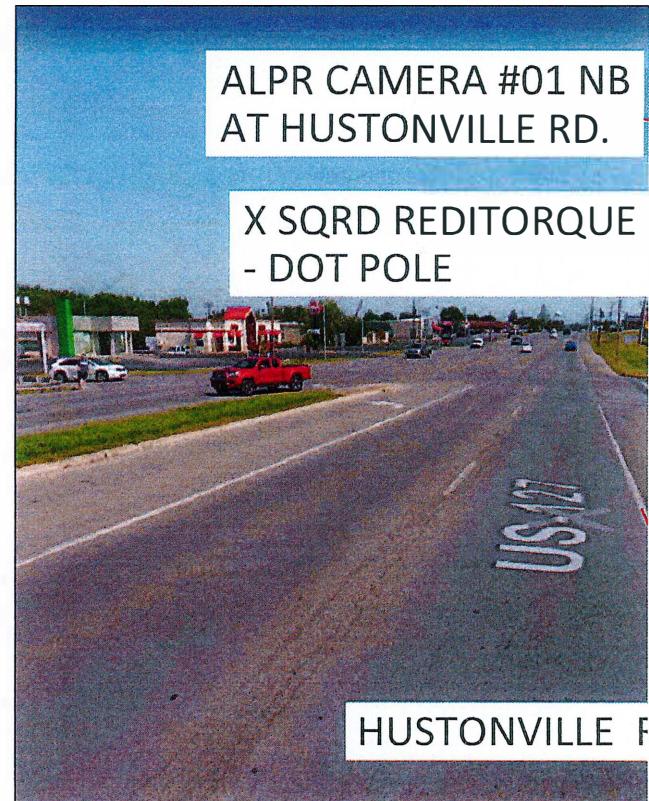
## LOCATIONS

STREET	DIRECTION	LATITUDE, LONGITUDE	
HUSTONVILLE RD.	NORTHBOUND	37.61821510212277,-84.77441389181016	X SQRE

## AERIAL VIEW



# STREET VIEW



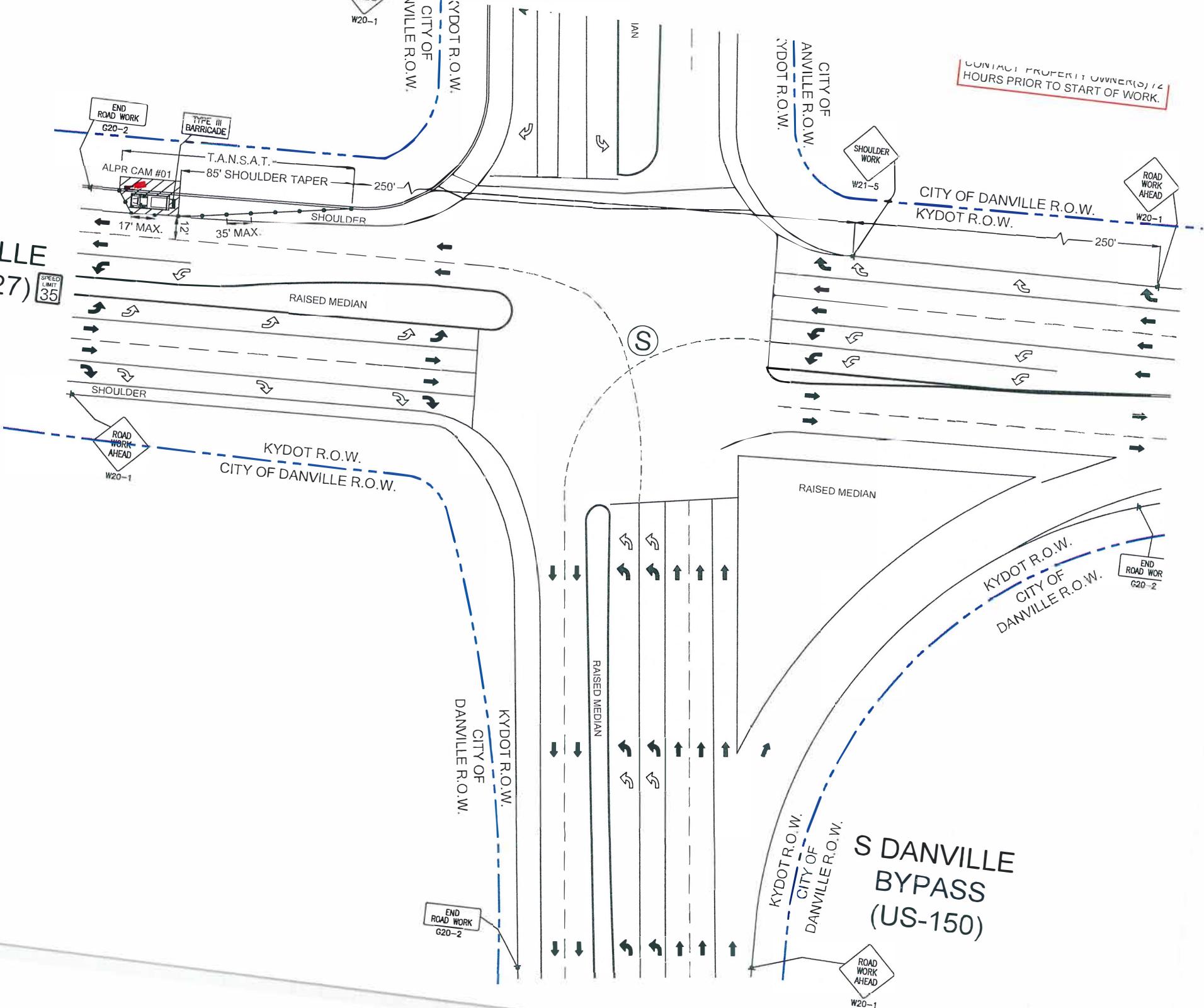
ALPR CAMERA #01 NB  
AT HUSTONVILLE RD.

## X SQRD REDITORQUE - DOT POLE

## HUSTONVILLE F

MILEPOINT  
ROUTE NAME  
ROUTE ID

DANVILLE  
JS-127)



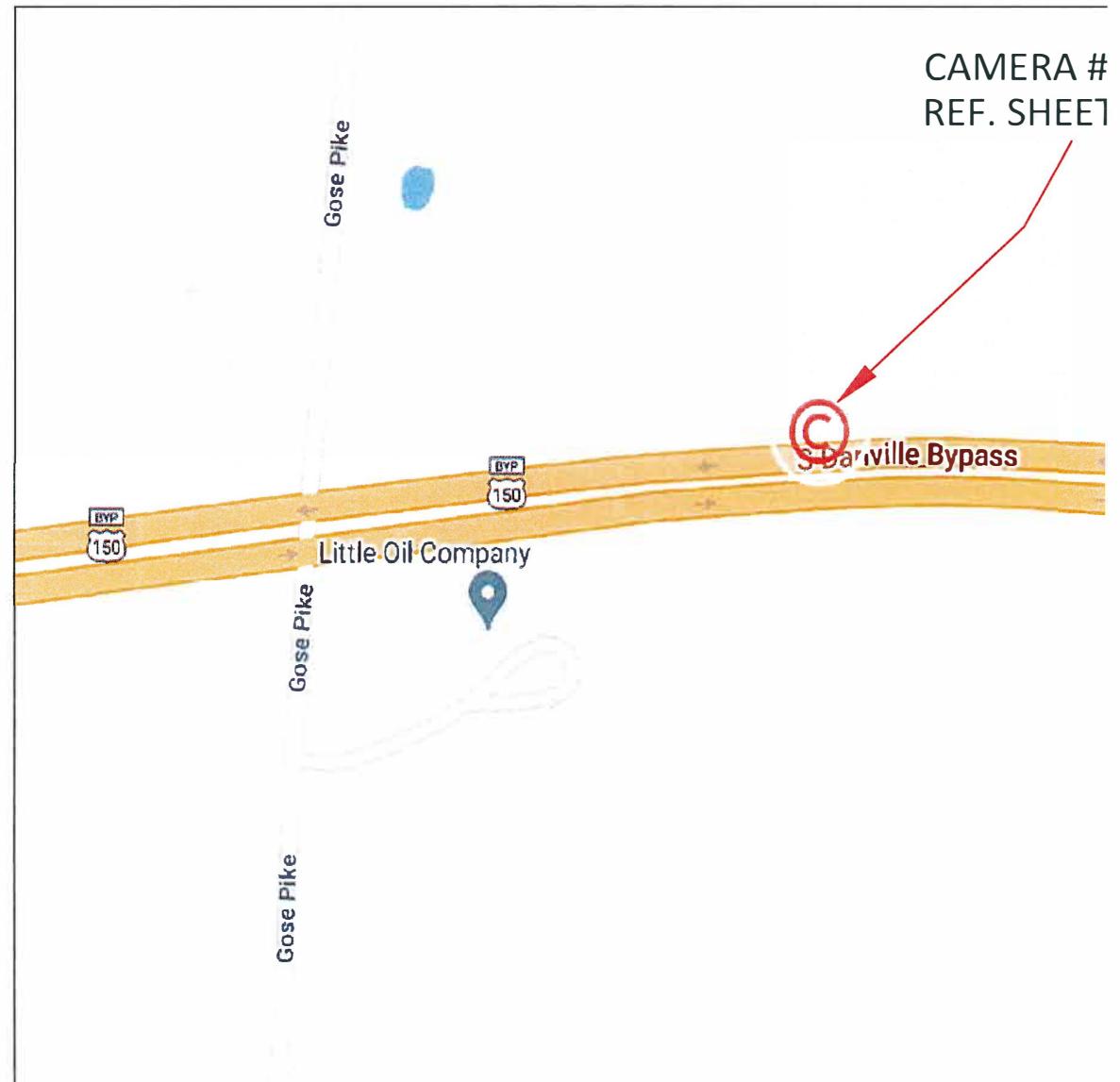
MITTED BY DANVILLE  
OLICE DEPARTMENT

C LICENSE PLATE READING  
PR) CAMERA PERMIT

TYLOCK STATE

LOCATION / VICINITY MAP

HEET AND CAMERA LOCATION MAP  
NOTES AND TRAFFIC DESIGN TABLE  
LOCATION INFORMATION  
J  
CONTROL PLAN  
AILS



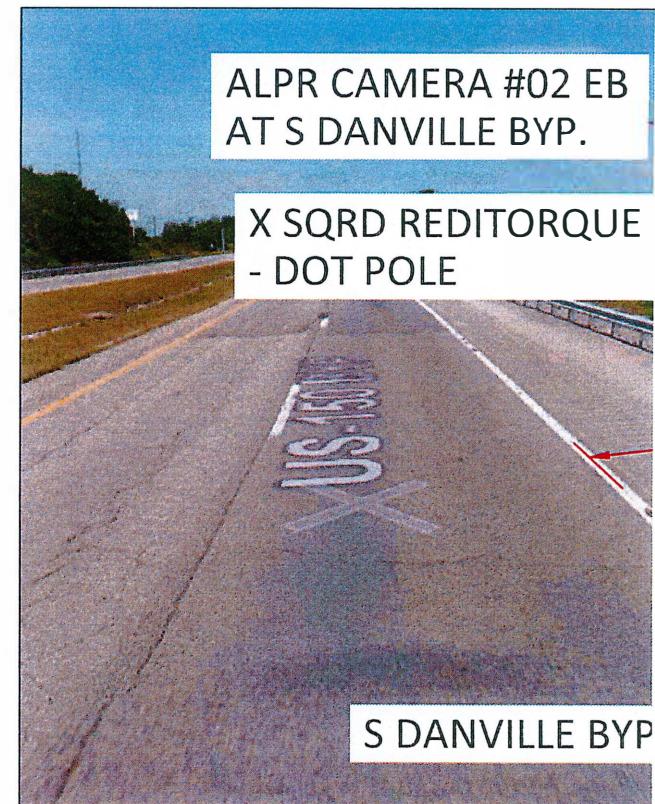
## LOCATIONS

STREET	DIRECTION	LATITUDE, LONGITUDE	
S DANVILLE BYPASS	EASTBOUND	37.62124396349841,-84.7501308196857	X SQRE

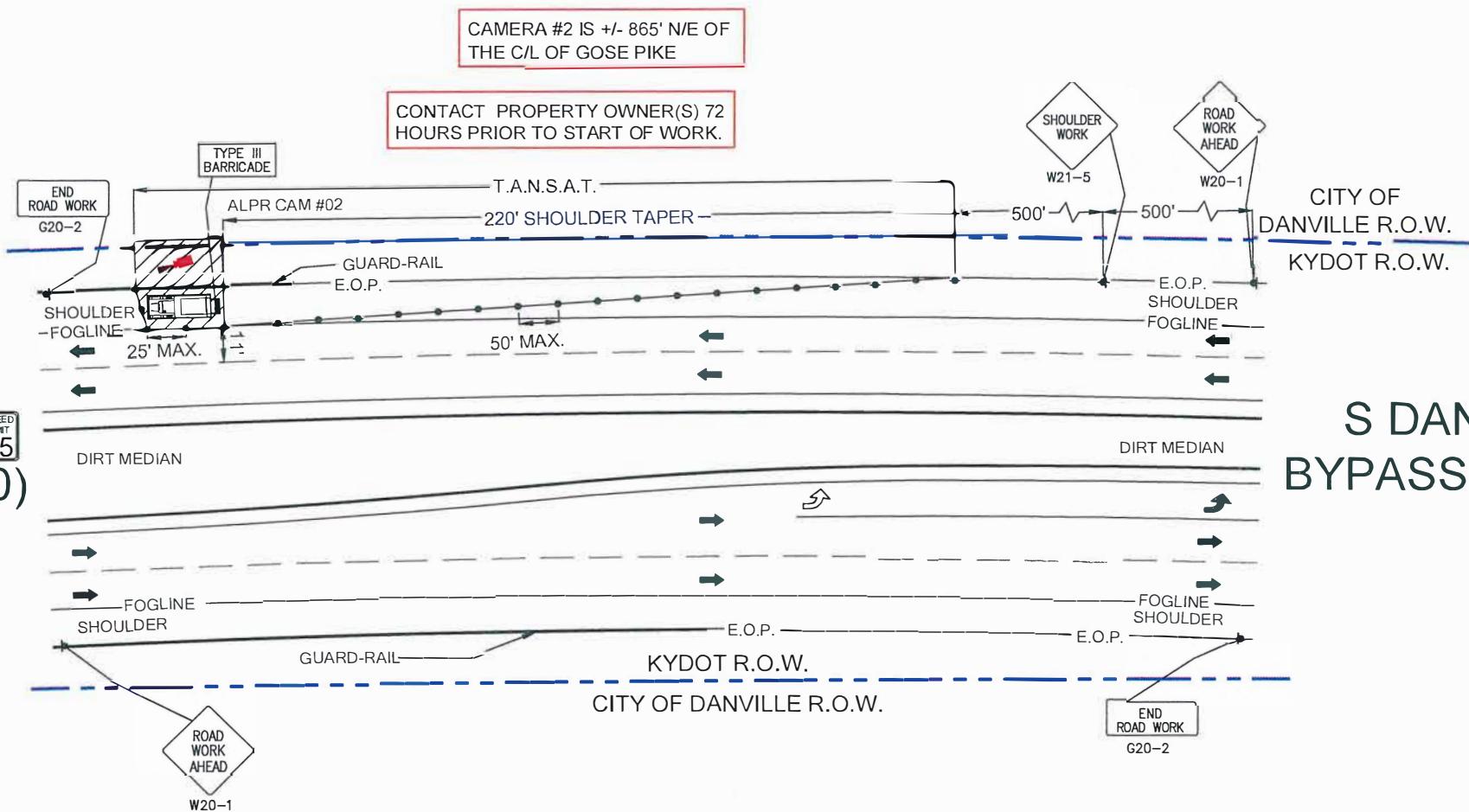
## AERIAL VIEW



## STREET VIEW



MILEPOINT	:
ROUTE NAME	:
ROUTE ID	:

ANVILLE  
SS (US-150)S DAN  
BYPASS (

MITTED BY DANVILLE  
OLICE DEPARTMENT

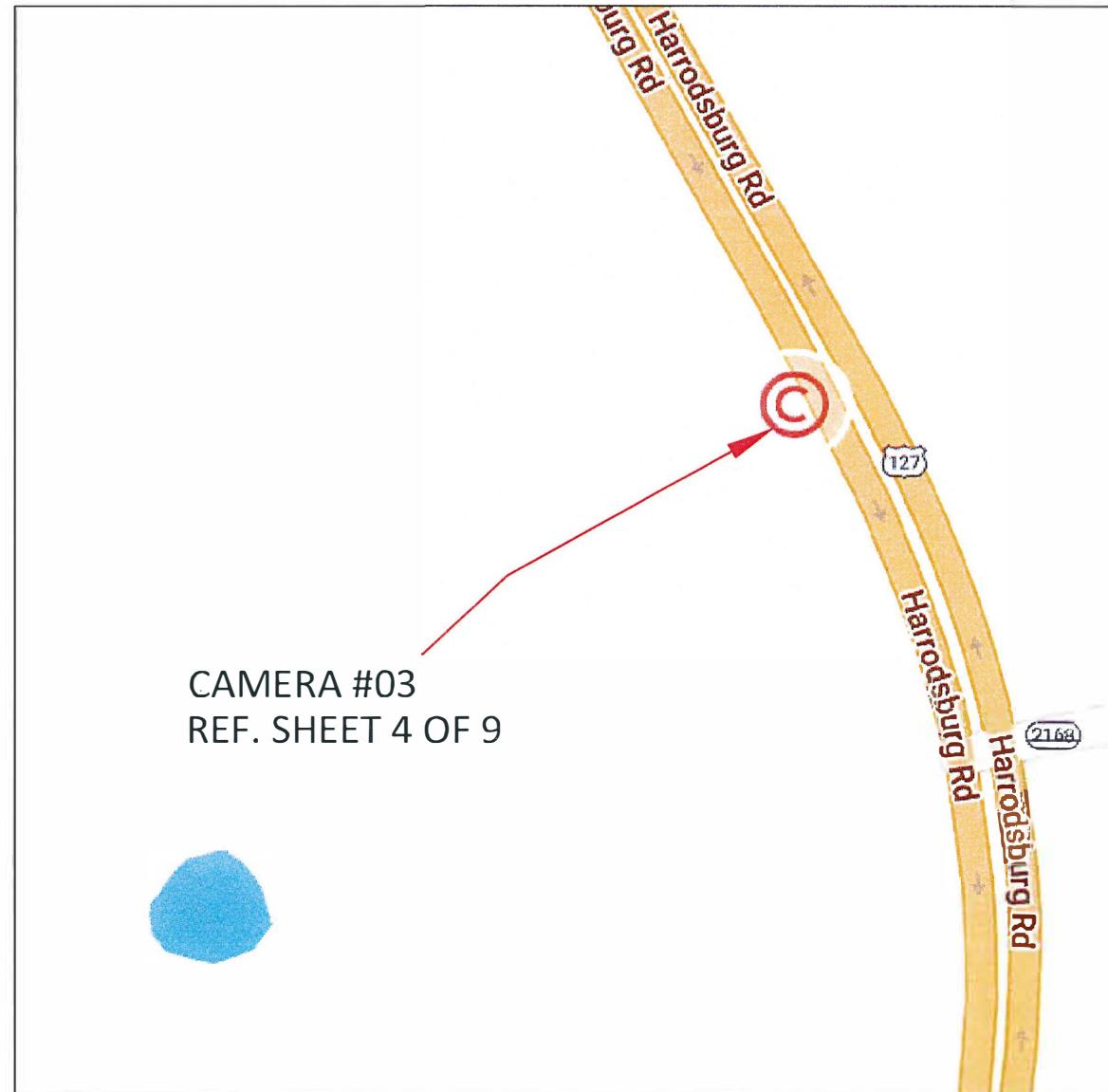
C LICENSE PLATE READING  
PR) CAMERA PERMIT

TYLOCK STATE

LOCATION / VICINITY MAP

HEET AND CAMERA LOCATION MAP  
NOTES AND TRAFFIC DESIGN TABLE  
LOCATION INFORMATION  
CONTROL PLAN  
AILS

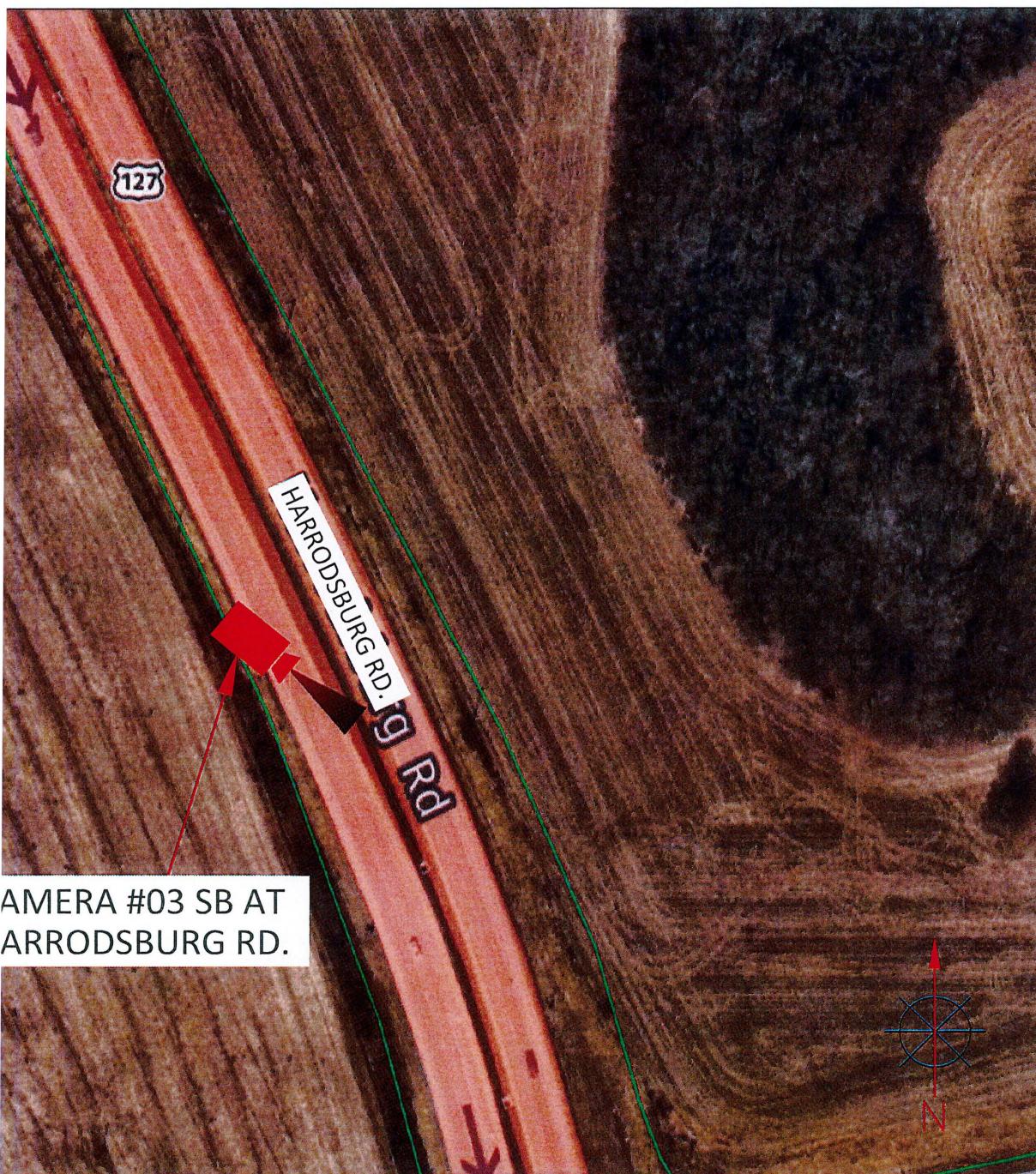
CAMERA #03  
REF. SHEET 4 OF 9



## LOCATIONS

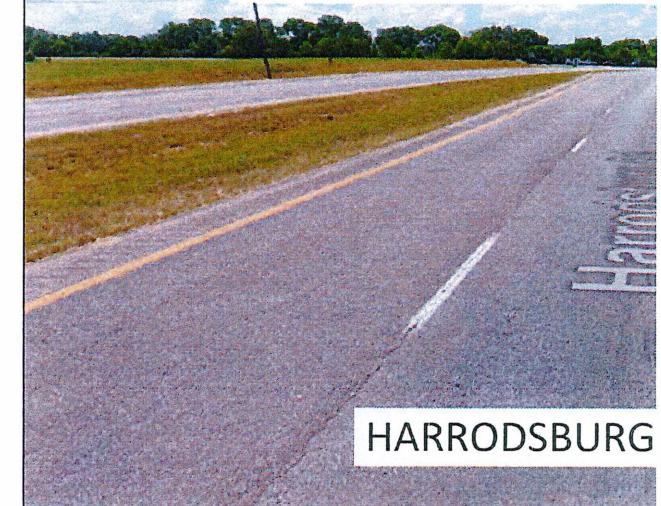
STREET	DIRECTION	LATITUDE, LONGITUDE	
HARRODSBURG RD.	SOUTHBOUND	37.67867050991355,-84.79185499220851	X SQRE

## AERIAL VIEW



ALPR CAMERA #03 SB  
AT HARRODSBURG RD.

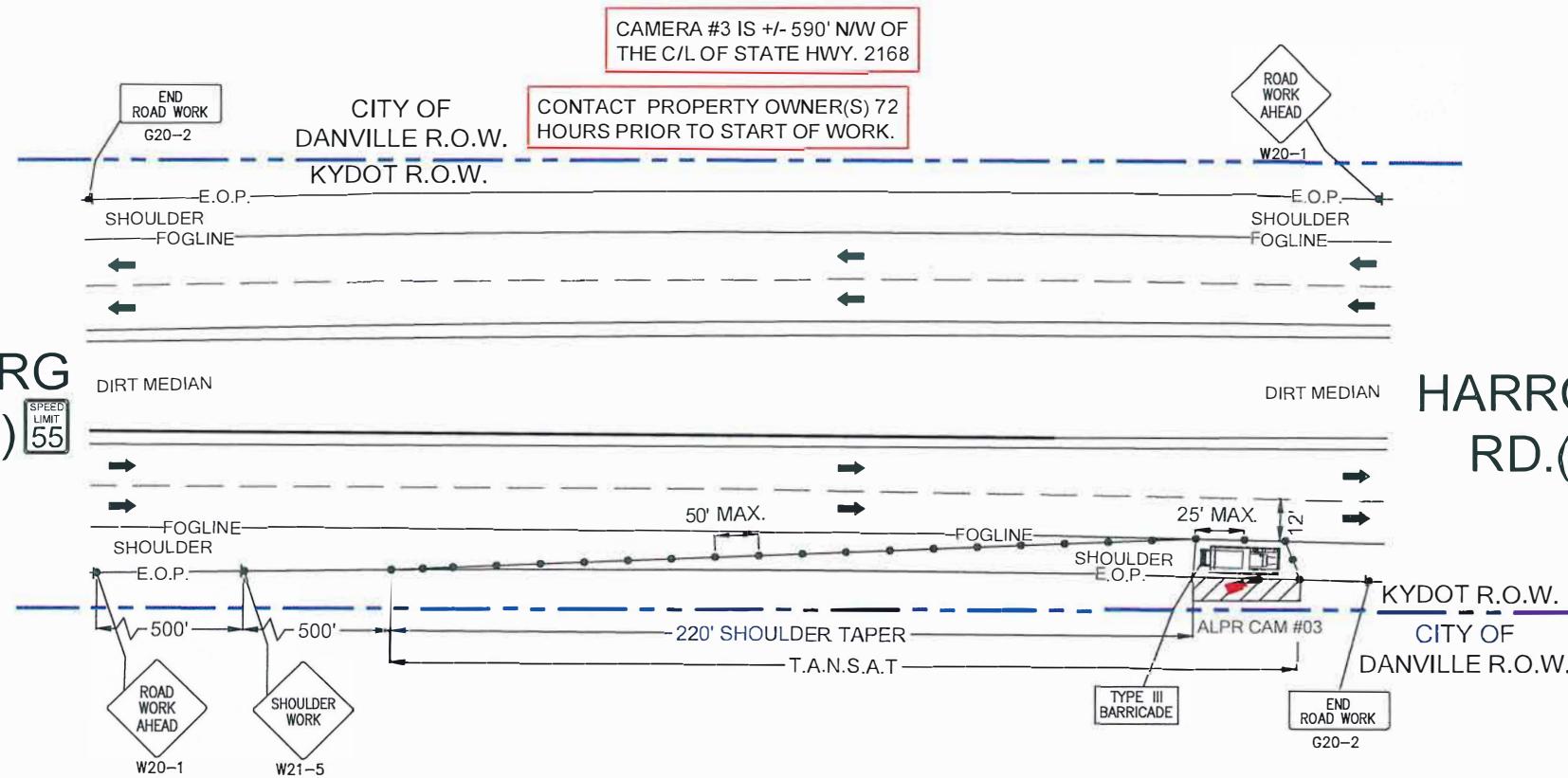
X SQRD REDITORQUE  
- DOT POLE



## STREET VIEW

MILEPOINT	:	8
ROUTE NAME	:	US
ROUTE ID	:	84

RRRODSBURG  
RD.(US-127)



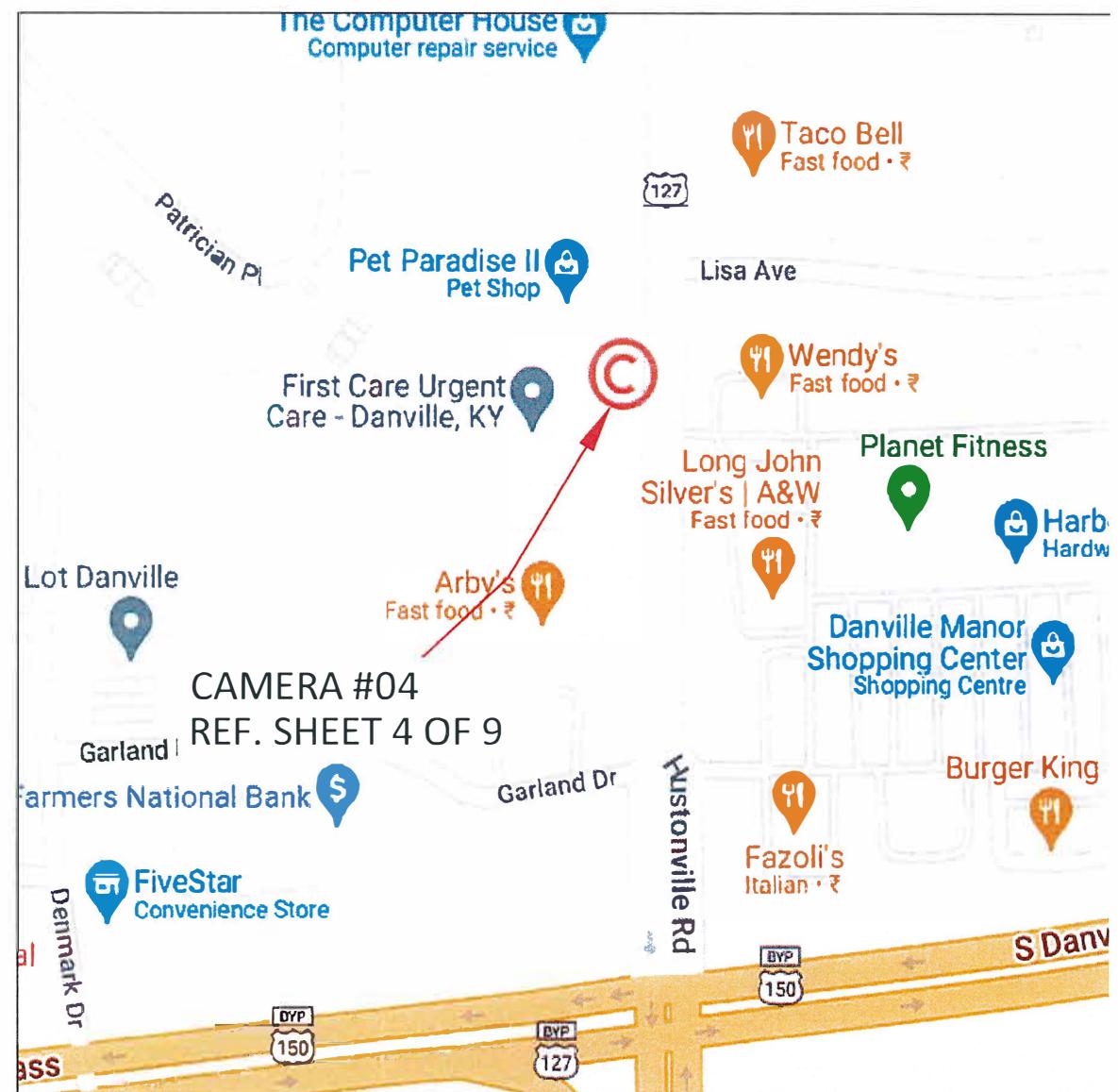
MITTED BY DANVILLE  
OLICE DEPARTMENT

C LICENSE PLATE READING  
PR) CAMERA PERMIT

# LOCK STATE

## LOCATION / VICINITY MAP

IEET AND CAMERA LOCATION MAP  
OTES AND TRAFFIC DESIGN TABLE  
LOCATION INFORMATION  
I  
CONTROL PLAN  
AILS



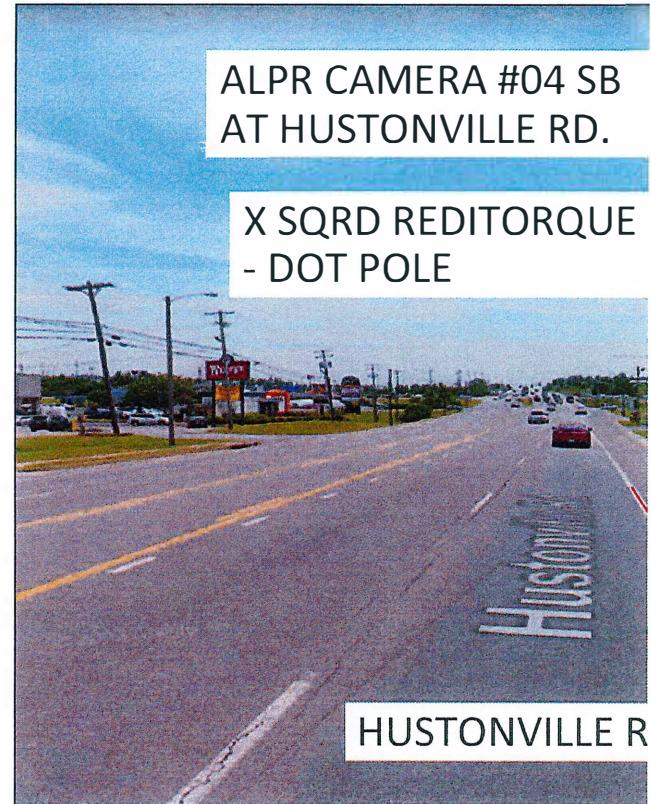
## LOCATIONS

STREET	DIRECTION	LATITUDE, LONGITUDE	
HUSTONVILLE RD.	SOUTHBOUND	37.620080293555105,-84.77473780067749	X SQRE

## AERIAL VIEW

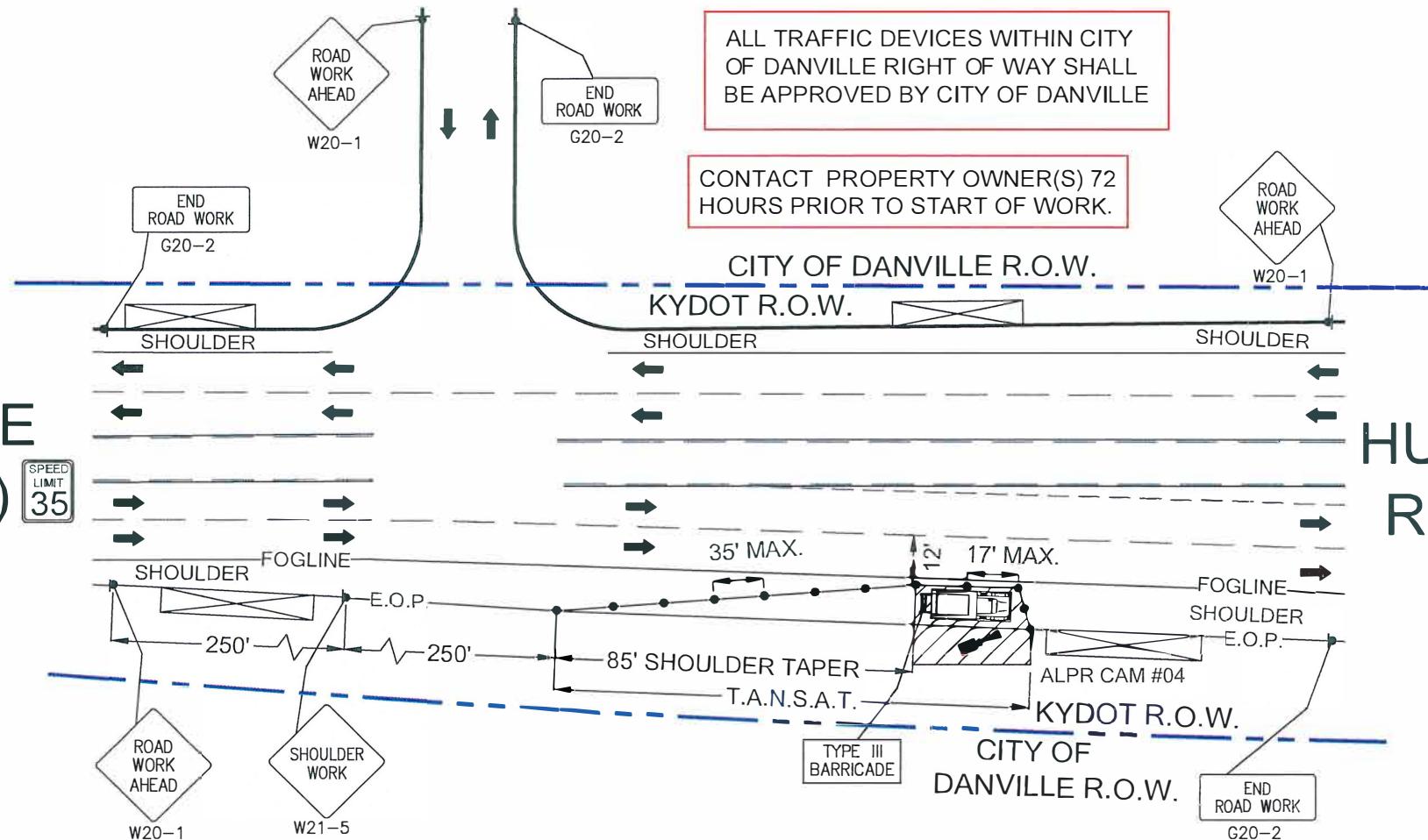


## STREET VIEW



MILEPOINT	:	3
ROUTE NAME	:	U
ROUTE ID	:	8

## LISA AVE.



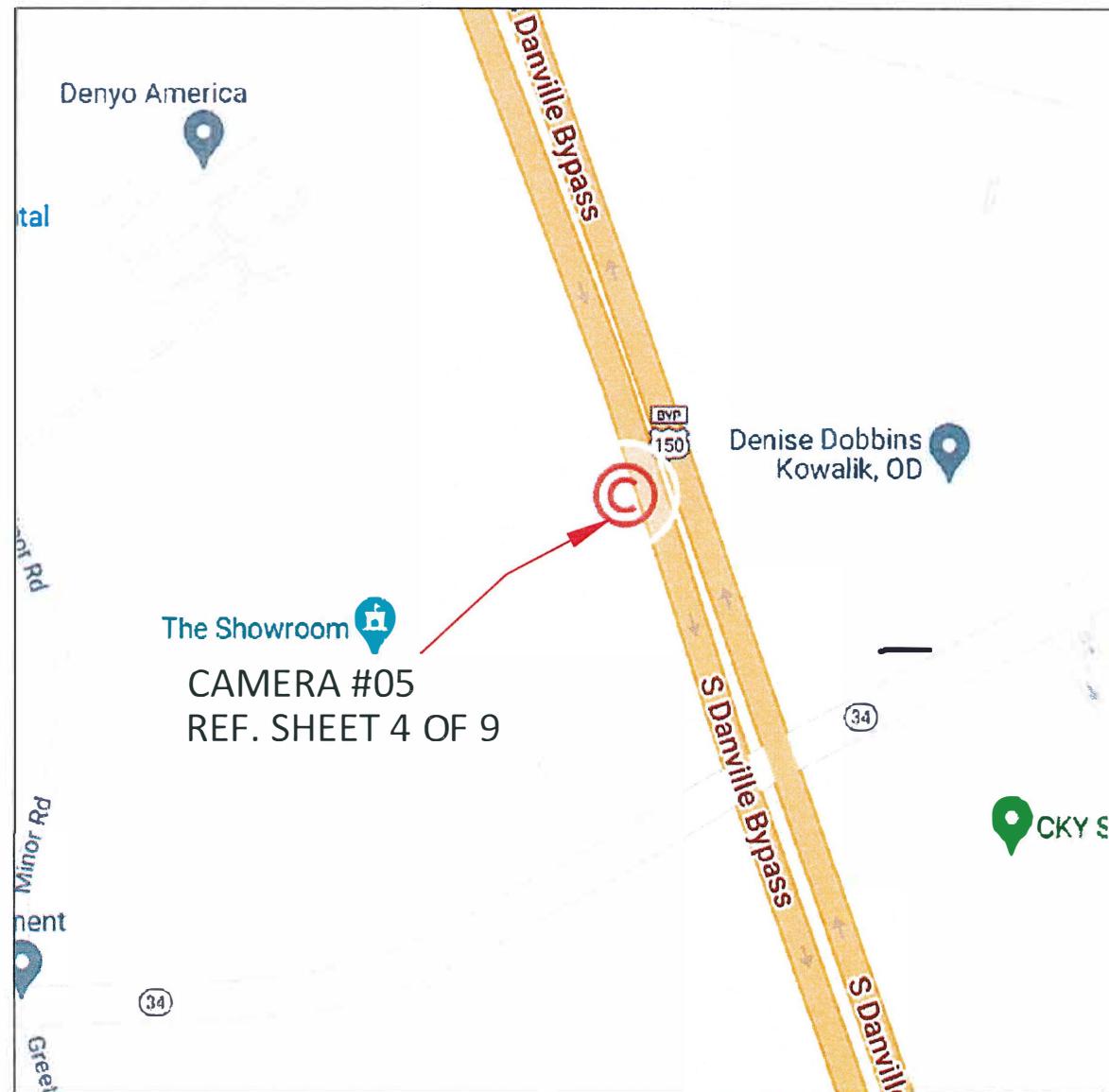
SMITTED BY DANVILLE  
OLICE DEPARTMENT

C LICENSE PLATE READING  
PR) CAMERA PERMIT

# TYLOCK STATE

## LOCATION / VICINITY MAP

HEET AND CAMERA LOCATION MAP  
OTES AND TRAFFIC DESIGN TABLE  
LOCATION INFORMATION  
CONTROL PLAN  
AILS



## LOCATIONS

STREET	DIRECTION	LATITUDE, LONGITUDE	
S DANVILLE BYPASS	SOUTHBOUND	37.63008937748746,-84.79849315716417	X SQRE

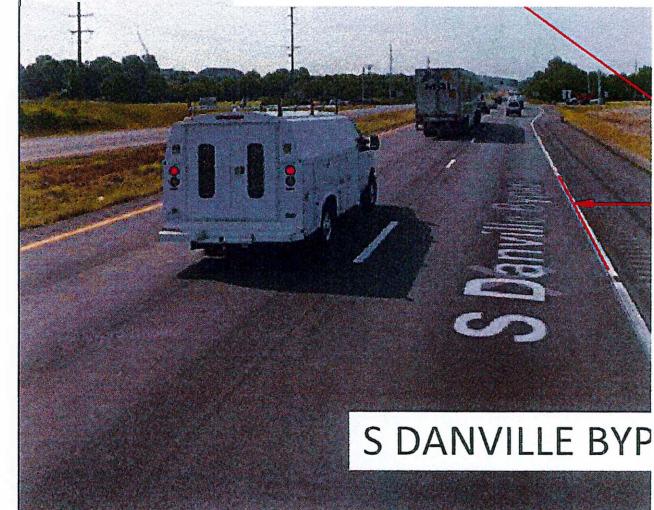
## AERIAL VIEW



## STREET VIEW

ALPR CAMERA #05 SB  
AT S DANVILLE BYP.

X SQRD REDITORQUE  
- DOT POLE

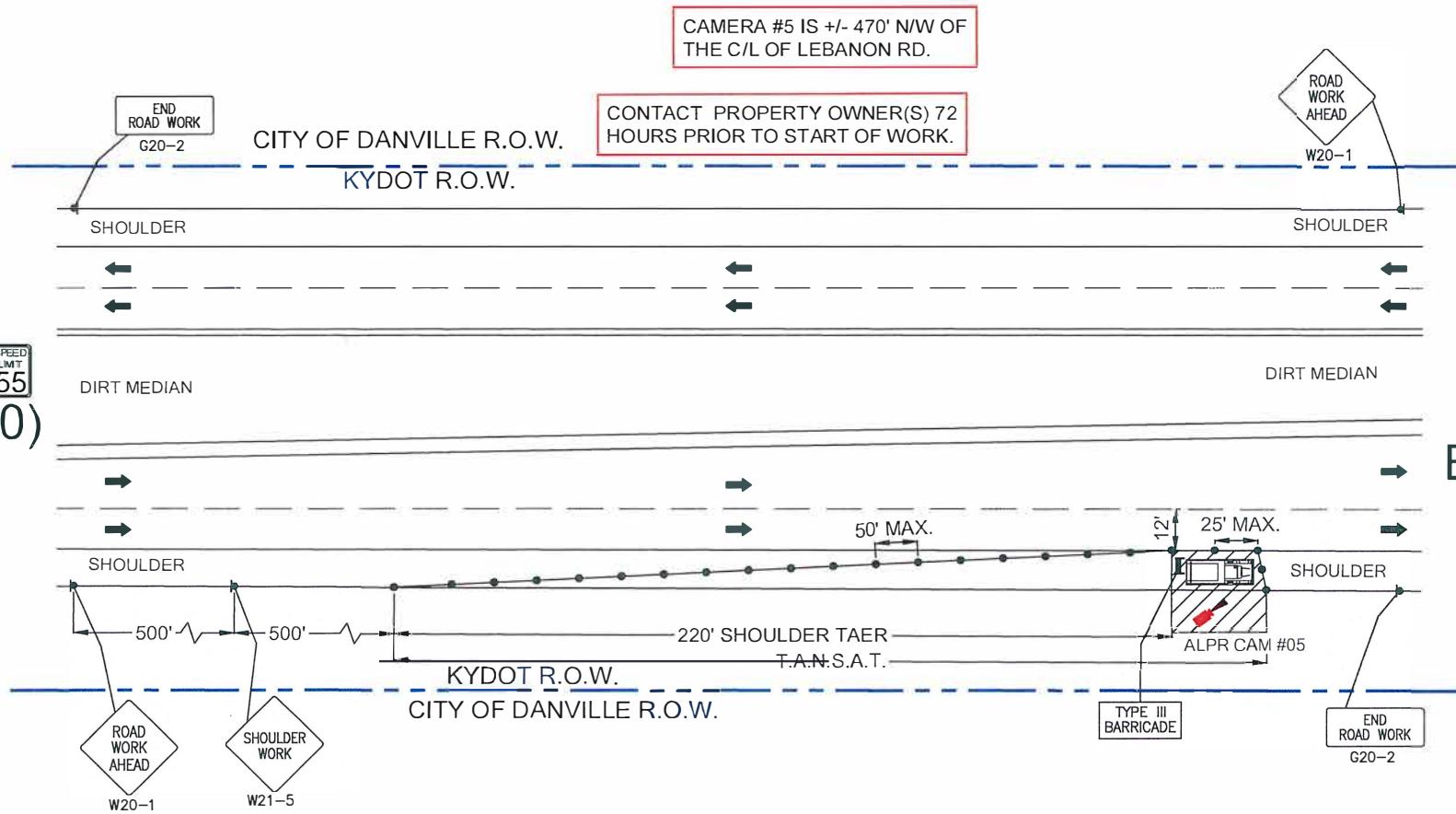


S DANVILLE BYP

MILEPOINT	:
ROUTE NAME	: L
ROUTE ID	: 8

DANVILLE  
S (US-150)

S DAN  
BYPASS



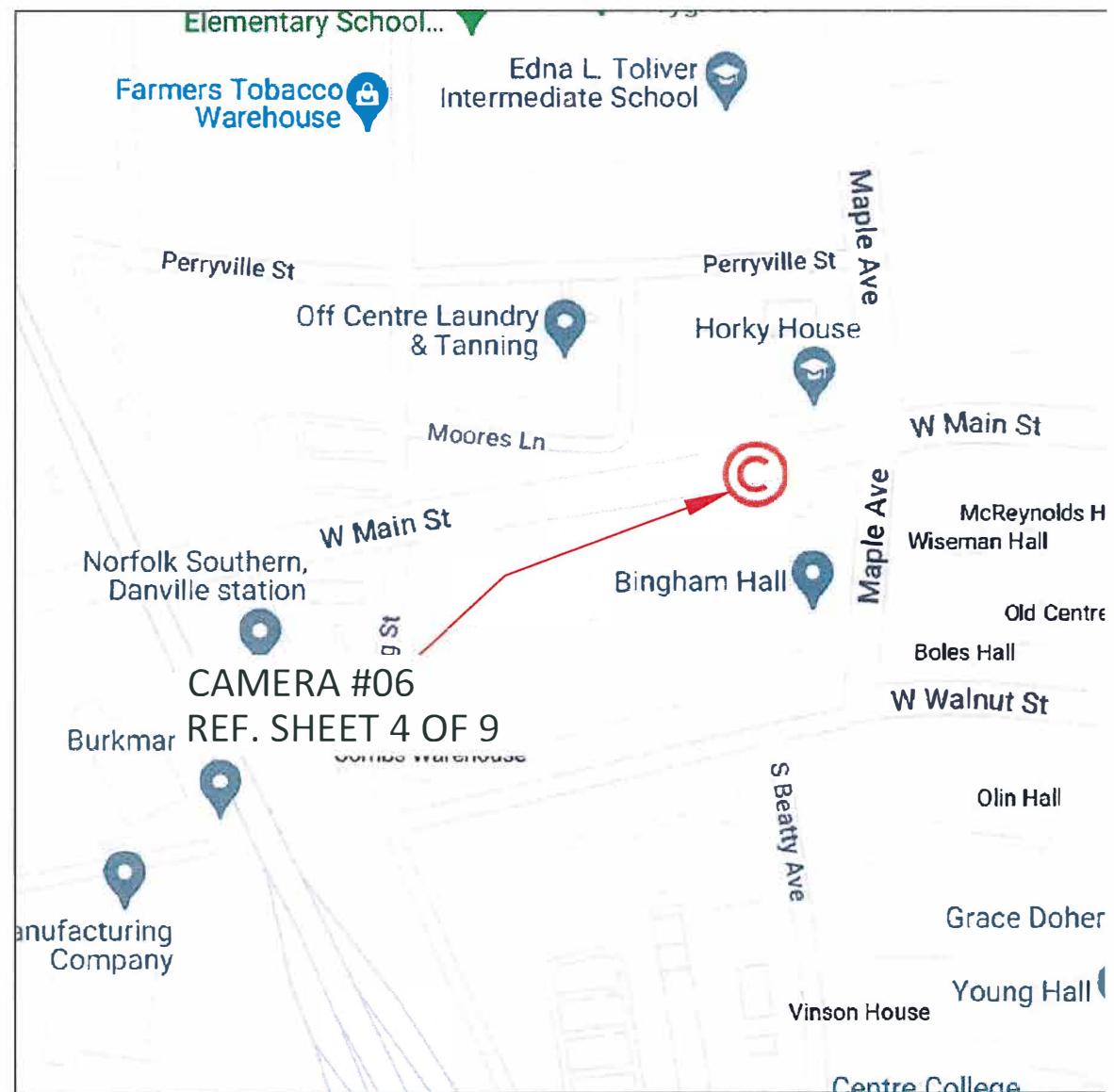
MITTED BY DANVILLE  
OLICE DEPARTMENT

## C LICENSE PLATE READING PR) CAMERA PERMIT

HEET AND CAMERA LOCATION MAP  
NOTES AND TRAFFIC DESIGN TABLE  
LOCATION INFORMATION  
N  
CONTROL PLAN  
AILS

# TYLOCK SATE

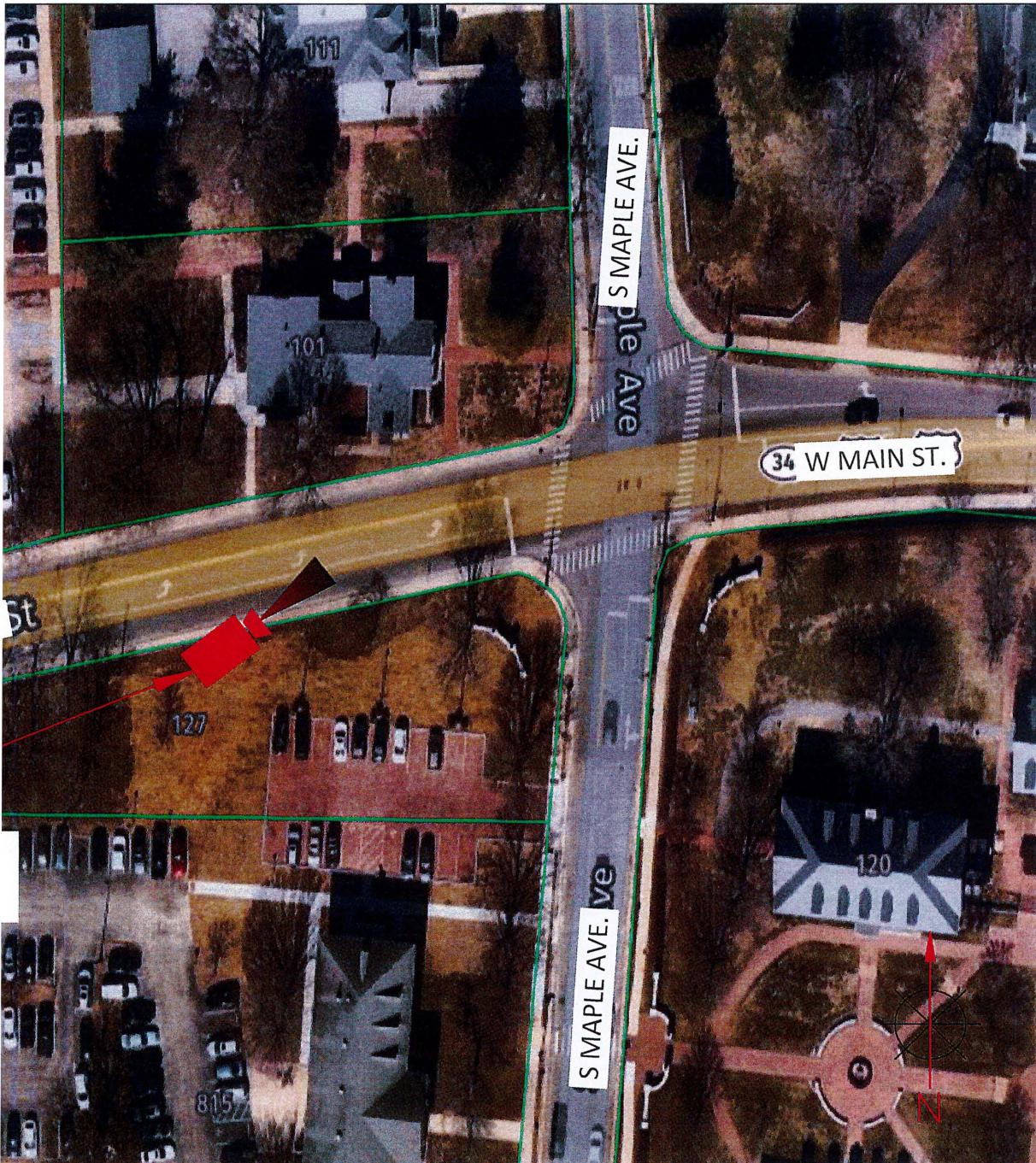
## LOCATION / VICINITY MAP



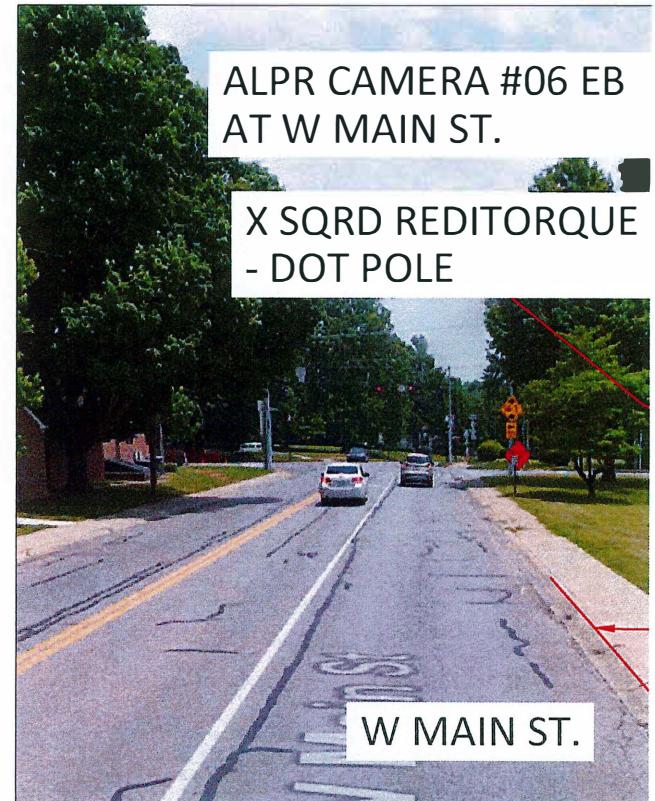
## LOCATIONS

STREET	DIRECTION	LATITUDE, LONGITUDE	
W MAIN ST.	EASTBOUND	37.64620331526734,-84.78295990322415	X SQRE

## AERIAL VIEW

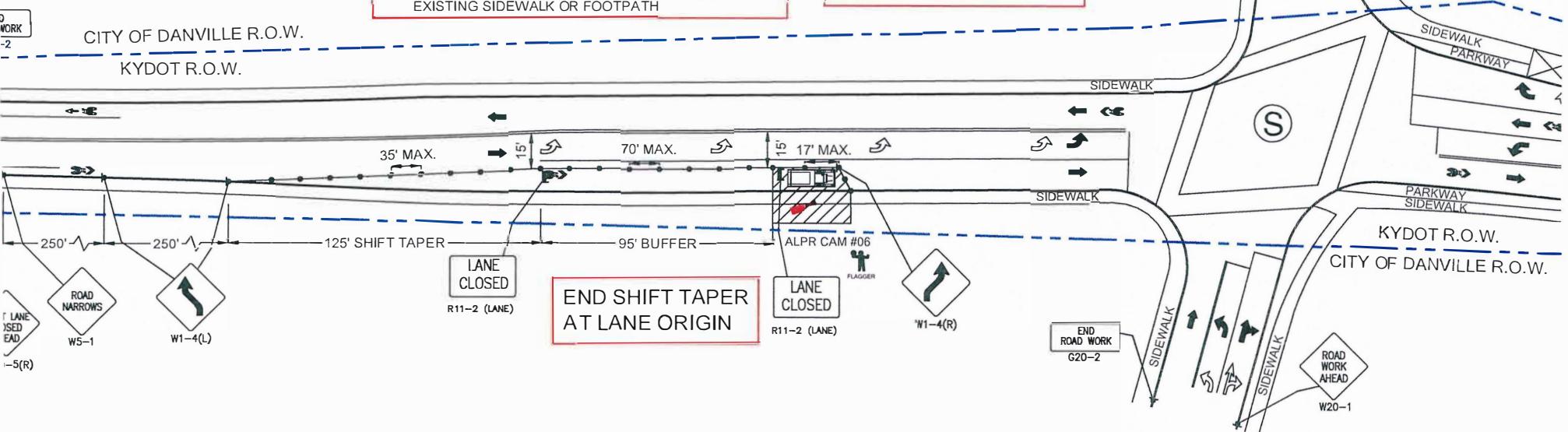


## STREET VIEW



MILEPOINT	:
ROUTE NAME	:
ROUTE ID	:

# MAPLE AVE.



## PEDESTRIAN CONTROL NOTES:

A DEDICATED INDIVIDUAL WILL BE ASSIGNED THE RESPONSIBILITY OF ESCORTING PEDESTRIANS THROUGH THE WORK AREA IN ACCORDANCE WITH THREE MAJOR CONSIDERATIONS:

1. PEDESTRIANS SHOULD NOT BE LED INTO DIRECT CONFLICT WITH WORK SITE VEHICLES, EQUIPMENT OR OPERATIONS
2. PEDESTRIANS SHOULD NOT BE LED INTO DIRECT CONFLICT WITH MAINLINE TRAFFIC MOVING THROUGH OR AROUND THE WORK SITE.
3. PEDESTRIANS SHOULD BE PROVIDED WITH A REASONABLY SAFE, CONVENIENT AND ACCESSIBLE PATH THAT REPLICATES AS NEARLY AS PRACTICAL THE MOST DESIRABLE CHARACTERISTICS OF THE EXISTING SIDEWALK OR FOOTPATH

ALL TRAFFIC DEVICES WITHIN CITY OF DANVILLE RIGHT OF WAY SHALL BE APPROVED BY CITY OF DANVILLE

FLAGGER TO ASSIST PEDESTRIANS THROUGH WORK AREA (SEE PED NOTES)

CONTACT PROPERTY OWNER(S) 72 HOURS PRIOR TO START OF WORK.

MITTED BY DANVILLE  
OLICE DEPARTMENT

C LICENSE PLATE READING  
(PR) CAMERA PERMIT

LOCK SATE

LOCATION / VICINITY MAP

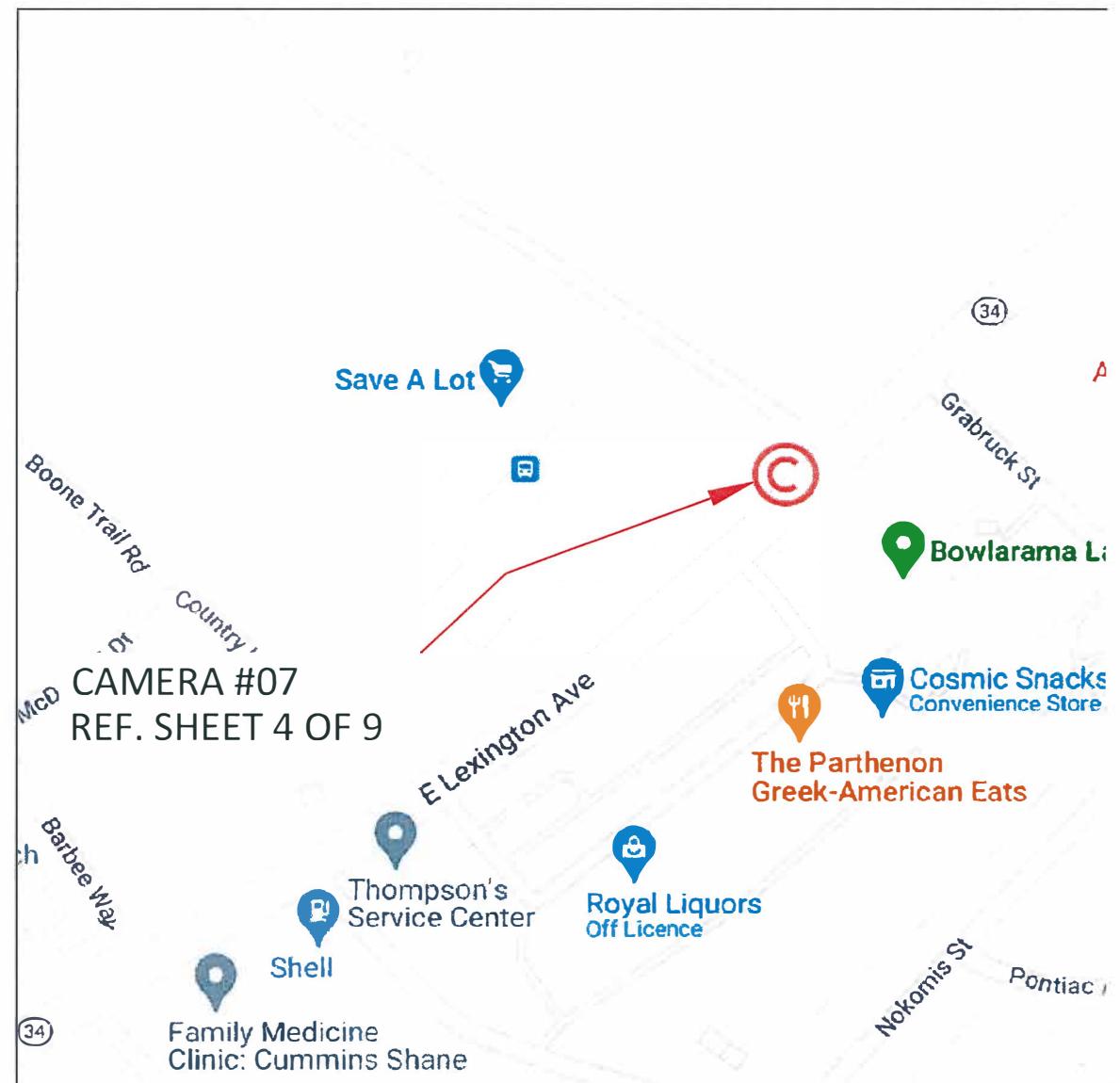
HEET AND CAMERA LOCATION MAP

NOTES AND TRAFFIC DESIGN TABLE

LOCATION INFORMATION

CONTROL PLAN

AILS



**LOCATIONS**

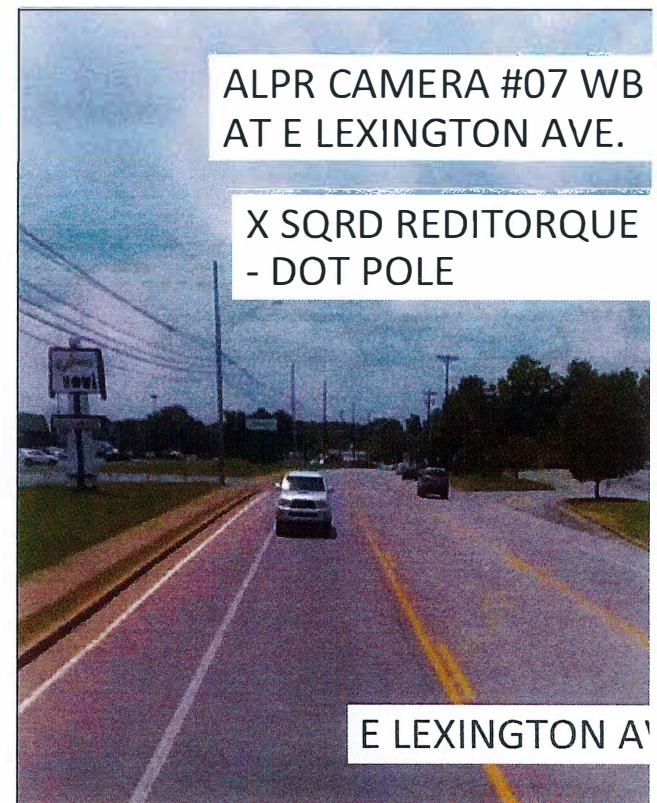
<b>STREET</b>	<b>DIRECTION</b>	<b>LATITUDE, LONGITUDE</b>	
E LEXINGTON AVE.	WESTBOUND	37.65635277650757,-84.75134225066559	X SQRE

## AERIAL VIEW



A #07 WB AT  
GTON AVE.

## STREET VIEW



ALPR CAMERA #07 WB  
AT E LEXINGTON AVE.

X SQRD REDITORQUE  
- DOT POLE

E LEXINGTON A'

MILEPOINT	:	1
ROUTE NAME	:	K
ROUTE ID	:	8

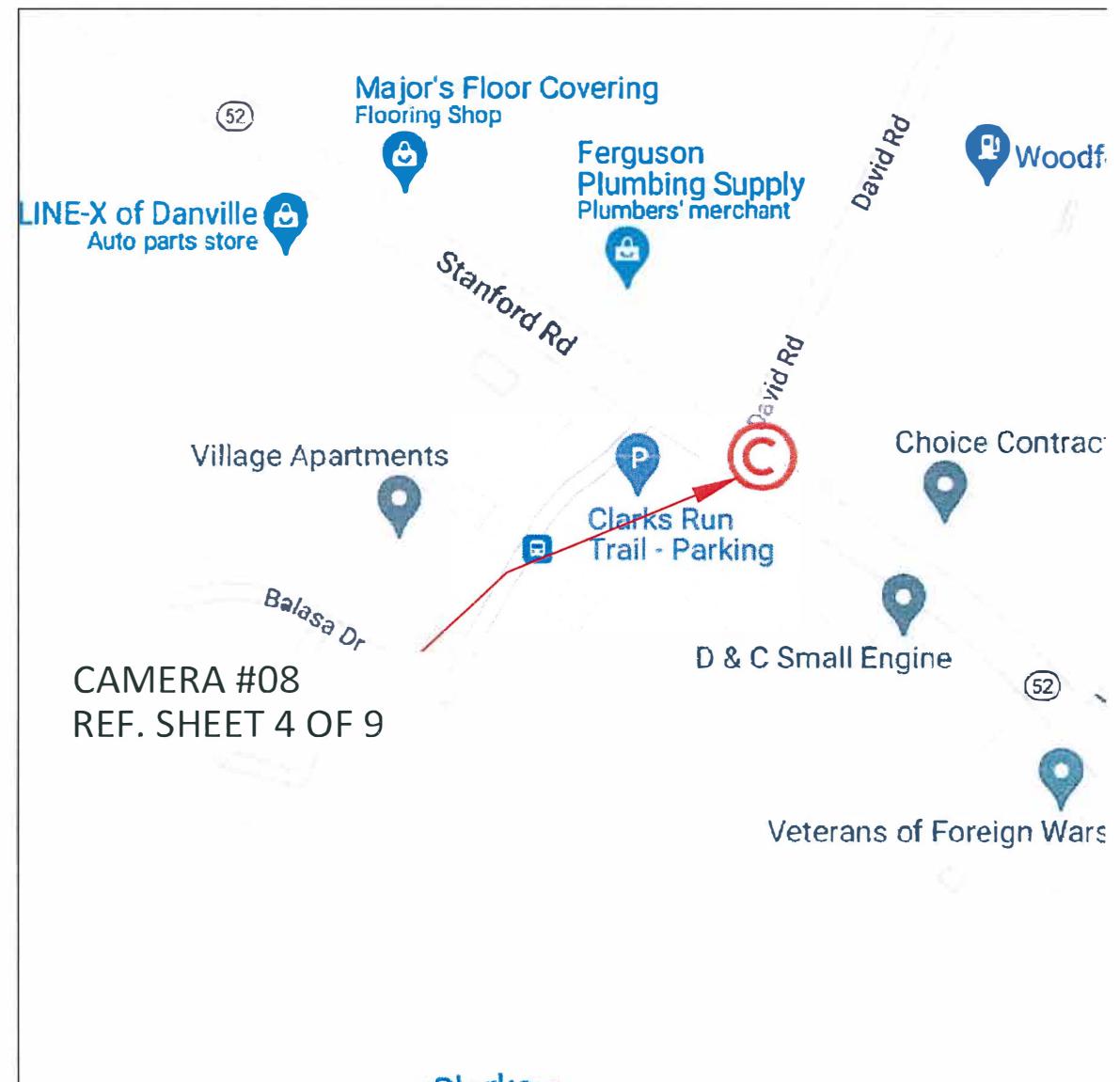
MITTED BY DANVILLE  
OLICE DEPARTMENT

C LICENSE PLATE READING  
PR) CAMERA PERMIT

# TYLOCK STATE

## LOCATION / VICINITY MAP

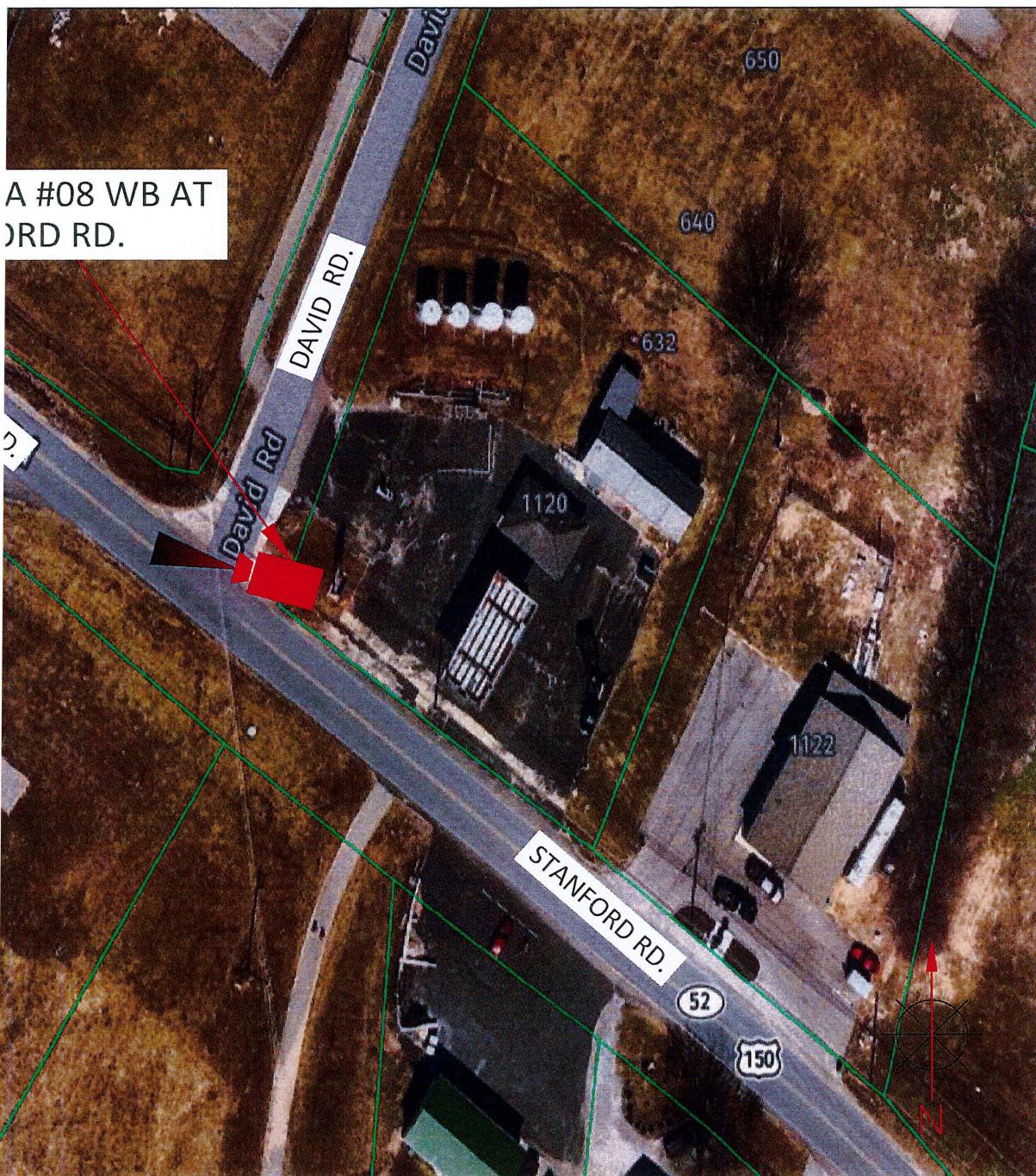
HEET AND CAMERA LOCATION MAP  
OTES AND TRAFFIC DESIGN TABLE  
LOCATION INFORMATION  
CONTROL PLAN  
AILS



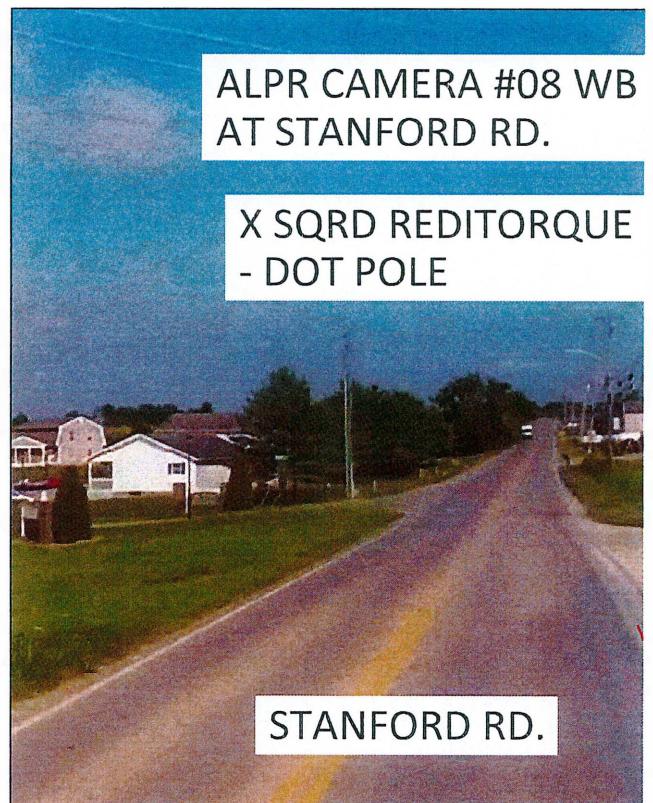
## LOCATIONS

STREET	DIRECTION	LATITUDE, LONGITUDE	
STANFORD RD.	WESTBOUND	37.635982080715394,-84.75631890668573	X SQRE

## AERIAL VIEW



## STREET VIEW



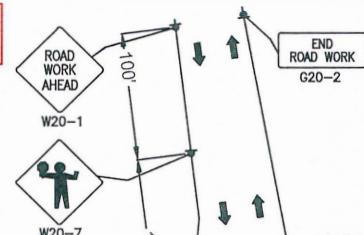
MILEPOINT	:	U
ROUTE NAME	:	
ROUTE ID	:	8

DAVID RD.

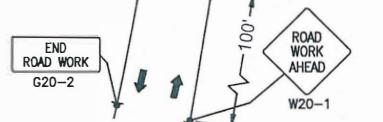
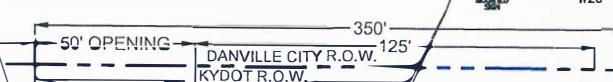
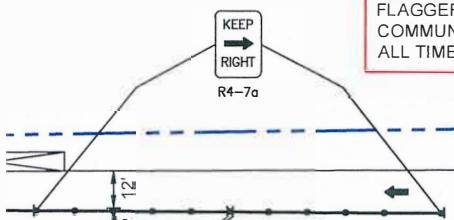
ACCESS TO DRIVEWAYS MUST BE  
MAINTAINED AT ALL TIMES.

CONTACT PROPERTY OWNER(S) 72 HOURS PRIOR TO START OF WORK.

FLAGGERS SHALL REMAIN IN  
COMMUNICATION VIA RADIO AT  
ALL TIMES.



ALL TRAFFIC DEVICES WITHIN CITY  
OF DANVILLE RIGHT OF WAY SHALL  
BE APPROVED BY CITY OF DANVILLE



MCCLURE DR.

MITTED BY DANVILLE  
OLICE DEPARTMENT

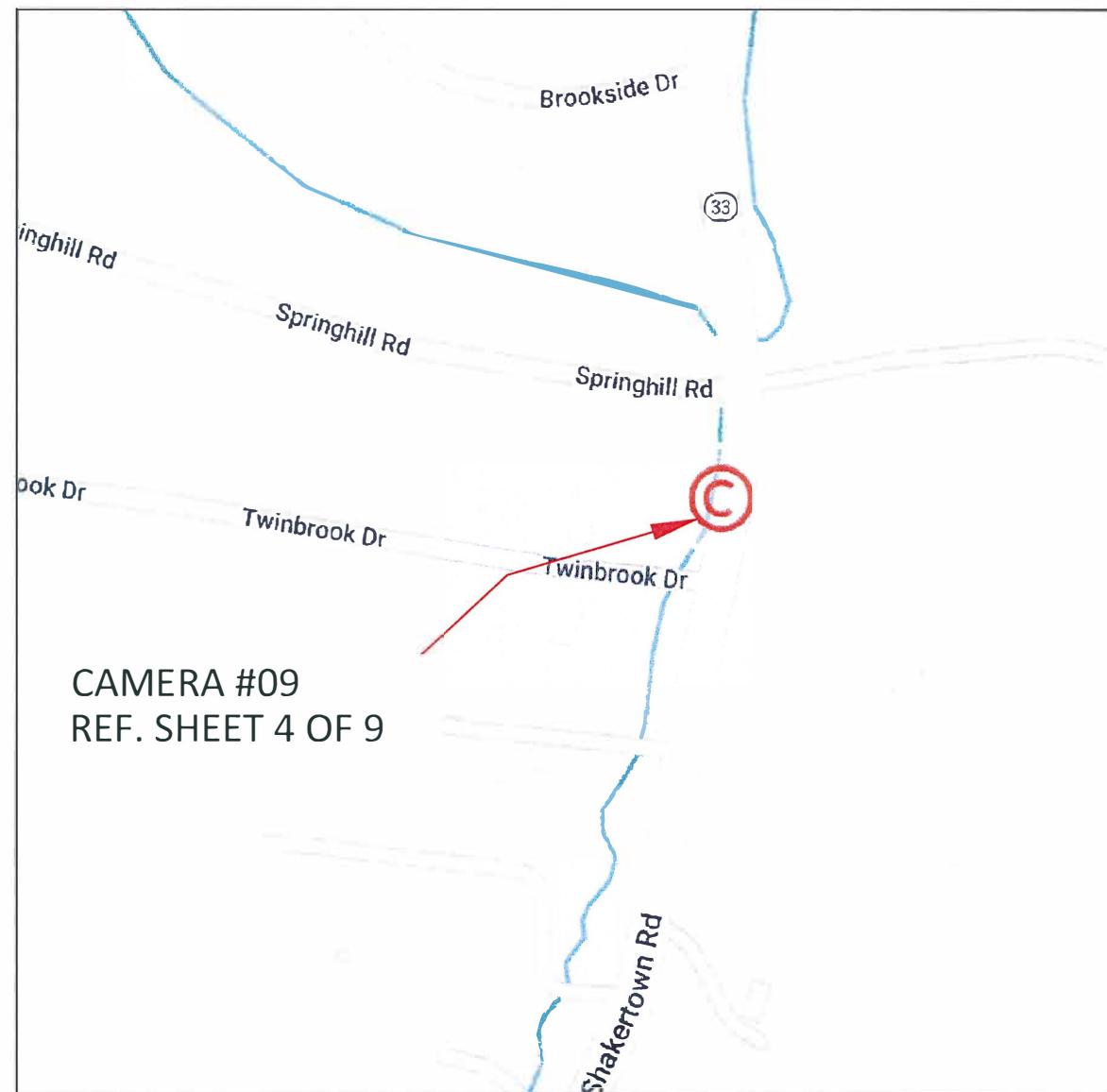
LICENSE PLATE READING  
(R) CAMERA PERMIT

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LOCATION / VICINITY MAP

HEET AND CAMERA LOCATION MAP  
OTES AND TRAFFIC DESIGN TABLE  
LOCATION INFORMATION

ONTROL PLAN  
AILS



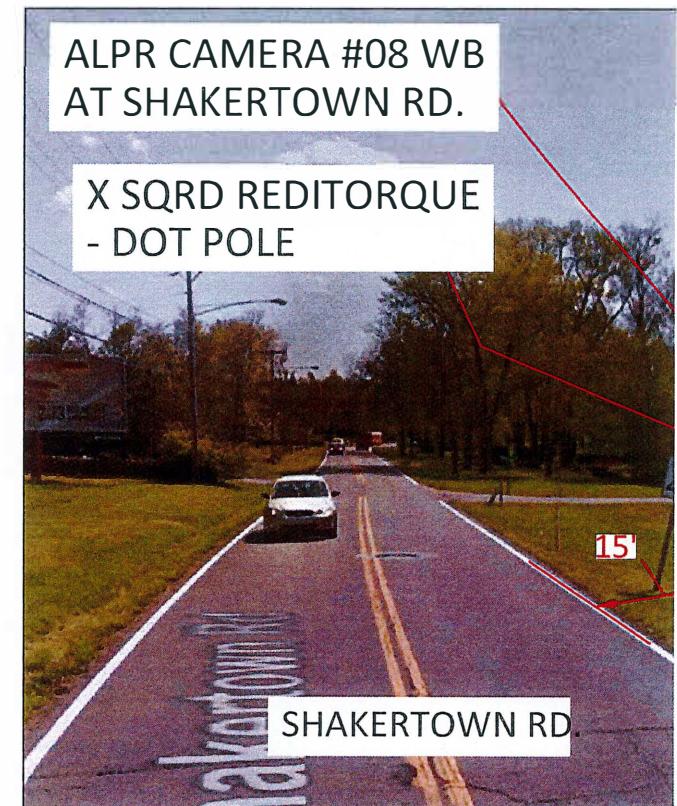
## LOCATIONS

STREET	DIRECTION	LATITUDE, LONGITUDE	
SHAKETOWN RD.	SOUTHBOUND	37.66315346086476,-84.76781370797181	X SQRE

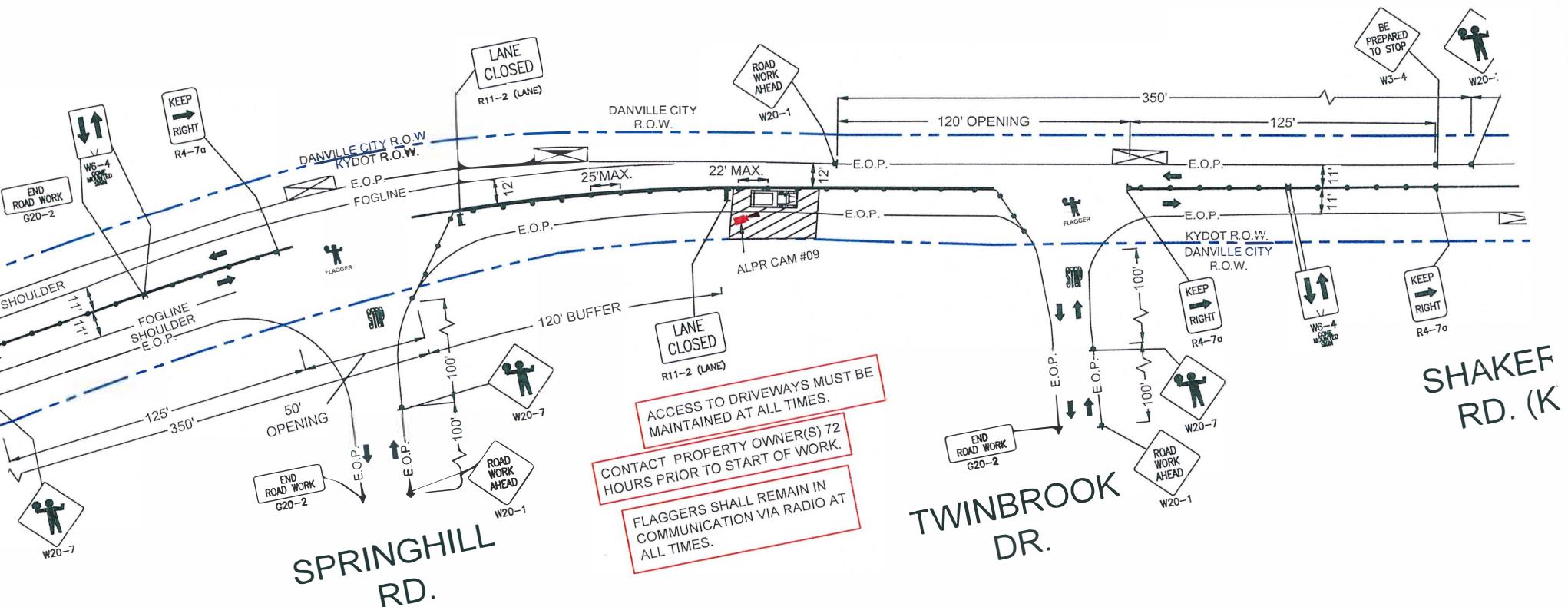
## AERIAL VIEW



## STREET VIE



MILEPOINT : 1.  
ROUTE NAME : K  
ROUTE ID : 81



TED BEFORE 9:00AM AND AFTER 3:00PM.

BUSINESSES, AGENCIES, AND SCHOOLS SHALL BE GIVEN A 72 HOURS NOTICE PRIOR TO THE START OF WORK AND THEIR ACCESS SHALL BE MAINTAINED. SIGNS SHALL BE POSTED 48 HOURS PRIOR TO START OF WORK.

RIPPING OR PAVEMENT MARKINGS SHALL BE COVERED OR REMOVED AND REPLACED WHEN WORK IS COMPLETED.

TH A SIGNALIZED INTERSECTION SHALL BE CONDUCTED BY THE CITY OF DANVILLE UNIFORMED POLICE OFFICER OR A COMMUNITY SERVICE OFFICER. ARRANGEMENT SHALL BE MADE WITH THE CITY POLICE DEPT AND TRANSPORTATION ENGINEERING DEPT AT LEAST 14 DAYS PRIOR TO START OF

**Table A**  
**Summary of Layout Dimensions Sign Spacing**

Type	Distance Between Signs (feet)		
	A	B	C
<40 mph)	100	100	100
Eq. or >45 mph)	350	350	350
	500	500	500
way/Freeway	1,000	1,500	2,640

**Space**  
In a longitudinal buffer space is used, the values in the following table may be used.

**Table B**  
**Longitudinal Buffer Space Dimension**

Speed (mph)	Distance (feet)
25	155
35	250
45	360
55	495
65	645
70	730

**Taper Length (L)\***

Speed Limit (MPH)	Lane Width (feet)			Spacing Between Devices (feet)
	10	11	12	
25	105	115	125	25
35	205	225	245	35
45	450	495	540	45
55	550	605	660	55
65	650	715	780	65
70	700	770	840	70

\*Following are the formulas used to calculate taper length:

**Posted Speed**

40 mph or under

45 mph or over

**Formula**

$L = WS^2/60$

$L = WS$

where: L = taper length; W = width of lane or offset, and S = posted speed, or off-peak 85th percentile speed  
Note that the spacing for a one-lane, two-way taper shall be 20 feet for all conditions.

ED IS 100 MPH BASED ON A 300-YEAR

ION NOTES

RESPONSIBLE TO CONTACT  
D LOCATE ALL UNDERGROUND  
DR TO COMMENCEMENT OF

RESPONSIBLE TO APPLY AND OBTAIN  
CONTROL PLAN IN ACCORDANCE WITH  
DARDS AS REQUIRED.

RESPONSIBLE TO RESTORE ALL  
RIGINAL CONDITION TO STATE  
PORTATION AND LOCAL AGENCY  
DITIONAL COMPENSATION.

DRM TO ALL APPLICABLE ELECTRICAL  
ATE DEPARTMENT OF  
LOCAL AGENCY STANDARDS

D BARE BOND GROUND & GROUNDING  
(.6 BARE COPPER) IN POLE  
EM GROUND BONDED BACK TO FLOCK

ALL BE IN ACCORDANCE WITH STATE  
PORTATION AND LOCAL AGENCY  
S SPECIFICALLY STATED OR SHOWN

RESPONSIBLE TO DETERMINE THE  
LITY REQUIREMENTS PRIOR TO  
TEP MAY INCLUDE GEOTECHNICAL  
JLATION WITH A QUALIFIED  
ER AS DIRECTED BY THE PROJECT

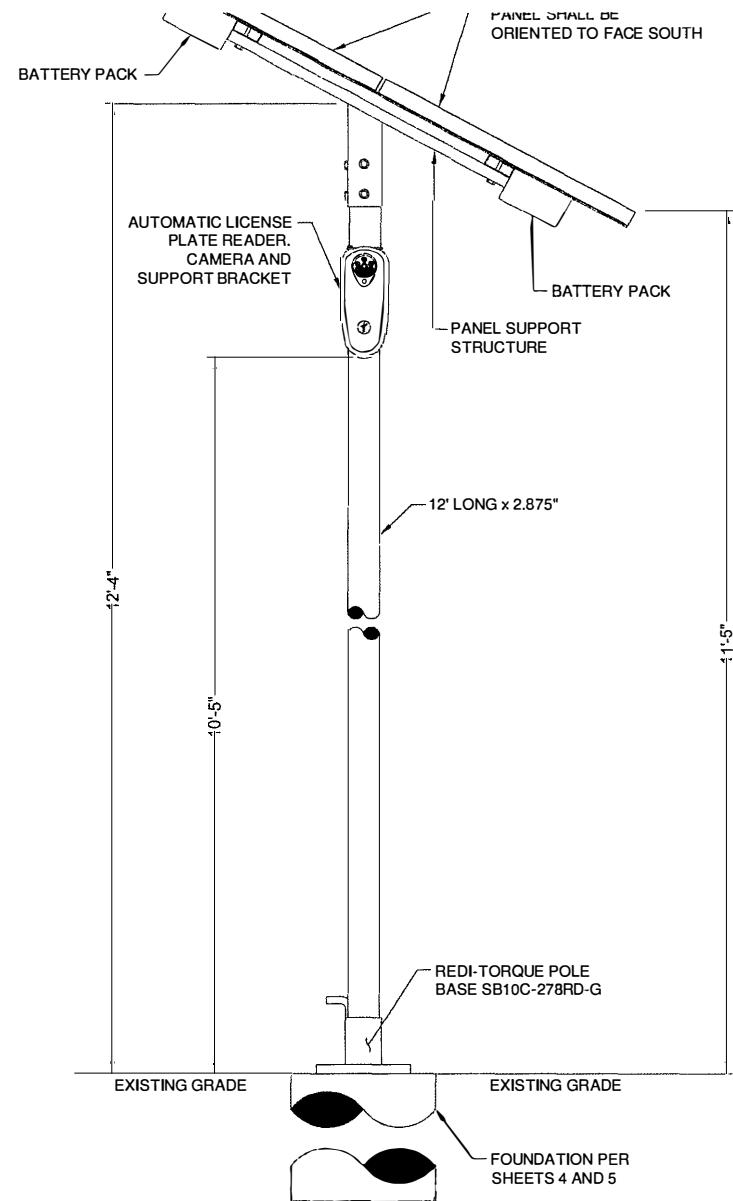
S:

UCTION SHALL BE IN ACCORDANCE  
ALL STATE DEPARTMENT OF  
LOCAL STANDARDS.

IT OF TRANSPORTATION CURRENT  
DR PEDESTRIAN CONTROL PLANS FOR

EAR PEDESTRIAN ACCESS ROUTE (PAR)

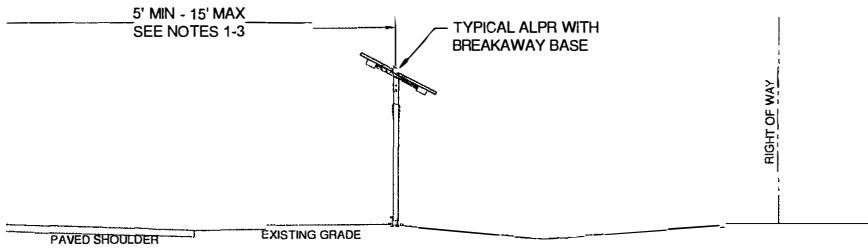
RMITTED ALONG THE WIDTH OF THE  
I HEIGHT.



**DETAIL "A"**  
**60 WATT SYSTEM ASSEMBLY**

12' LONG x 2.875" O.D.

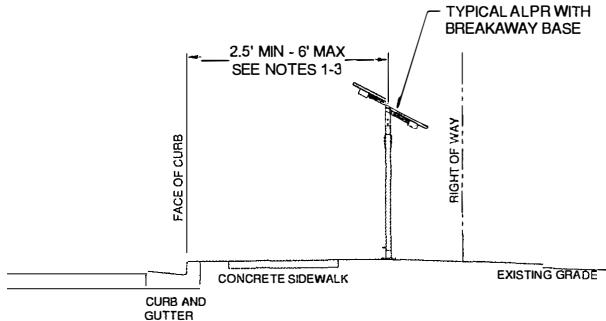




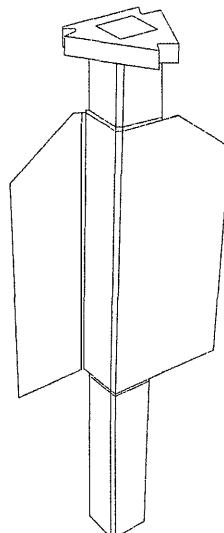
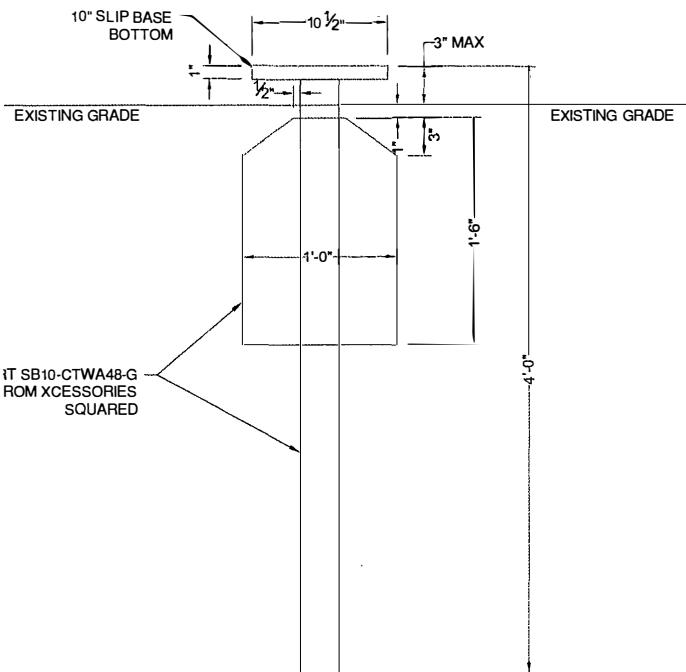
### TYPICAL RURAL INSTALLATION

NOTES:

1. ASSEMBLY INCLUDES AN APPROVED BREAK-AWAY BASE FOR INSTALLATION WITHIN THE ROADWAY CLEAR ZONE.
2. LATERAL SEPARATION DISTANCE WILL BE DETERMINED ON A CASE-BY-CASE BASED ON CONDITIONS FOR SITE SPECIFIC LOCATIONS.
3. CLEAR SIDEWALK WIDTH OF 4'-0" SHALL BE MAINTAINED.



### TYPICAL URBAN INSTALLATION

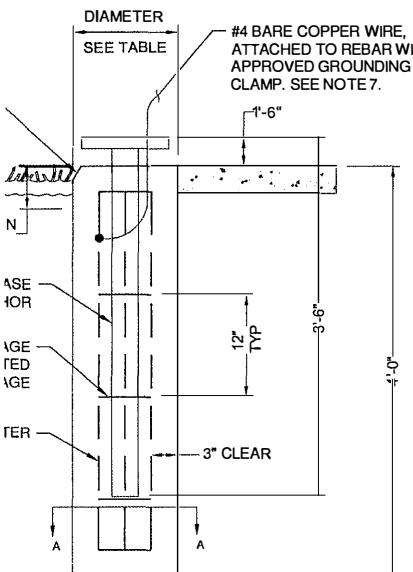


10" SLIP BASE BOTTOM / ANCHOR	
PART NUMBER	ANCHOR SIZE
SB10-CTWA48-G	3"x48"

### FOUNDATION DETAIL - WINGED UNIBASE OPTION

NOTES:

1. DO NOT USE THIS DETAIL AT SITES WHERE FOUNDATION WILL BE BELOW THE GROUNDWATER TABLE, OR WHERE SOILS CONSIST OF LOOSE SANDS, SOFT CLAYS OR PEAT. REFER TO THE CONCRETE FOUNDATION DETAIL ON SHEET 5 FOR FOUNDATIONS SUITABLE FOR A BROADER RANGE OF SOIL TYPES AND GROUNDWATER CONDITIONS.
2. DO NOT USE THIS DETAIL IN SOILS WHERE A SMALL DIAMETER REBAR (#5 OR SMALLER) OR METAL PROBE PENETRATES EASILY TO 6" OR MORE OF DEPTH WHEN THE FULL WEIGHT OF A PERSON IS APPLIED.
3. DO NOT USE THIS DETAIL IN SOILS WHERE THE STANDARD PENETRATION TEST (SPT) BLOW COUNT IS 10 OR LESS.
4. CONTRACTOR IS RESPONSIBLE TO VERIFY THE SOIL TYPE AND SUITABILITY BASED ON FIELD CONDITIONS PRIOR TO USE OPTION 1 - WINGED UNIBASE ANCHOR. IF SOILS ARE UNSUITABLE FOR APPLICATION OF WINGED UNIBASE ANCHOR, A SHAFT FOUNDATION SHALL BE USED AS SHOWN ON SHEET 5 OF 5.
5. ORIENT WINGS SO THAT BROAD FACES ARE FACING IN NORTH-SOUTH DIRECTION AND WING EDGES ARE POINTING IN EAST-WEST DIRECTION.

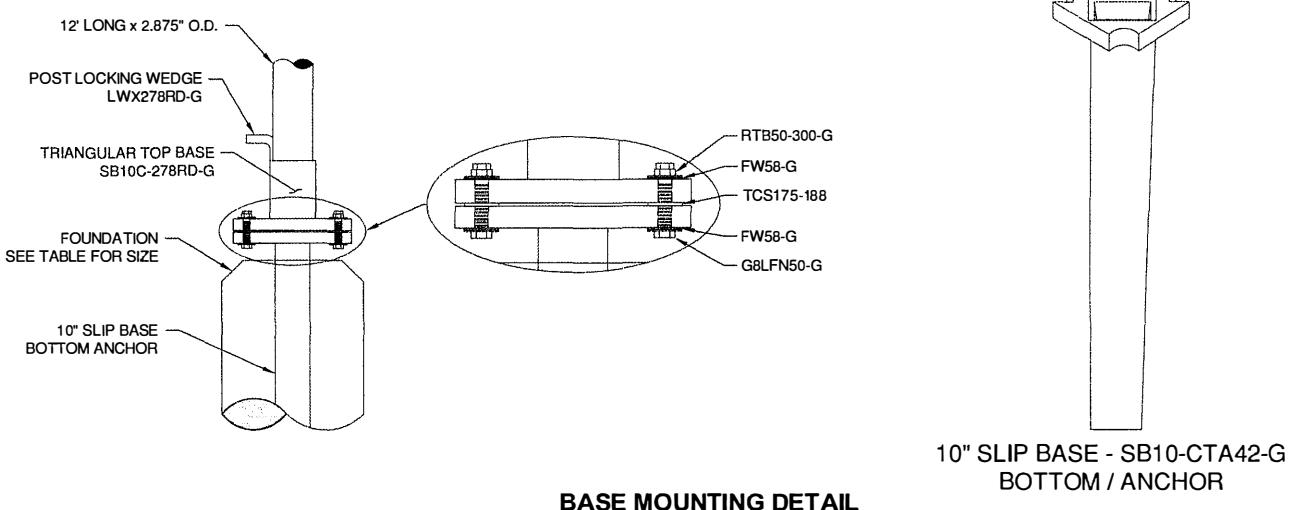


**DETAIL "A"**  
**IN DETAIL - CONCRETE SHAFT OPTION**  
**ECAST OR Poured-in-Place)**



TOP VIEW

SECTION A-A



10" SLIP BASE - SB10-CTA42-G  
 BOTTOM / ANCHOR

**BASE MOUNTING DETAIL**

**FOUNDATION NOTES:**

1. CONCRETE: CLASS I WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI, AND HAVE AT LEAST 505 POUNDS OF CEMENTITIOUS MATERIAL PER CUBIC YARD.
2. REINFORCING STEEL: ASTM A615, GRADE 60.
3. FOR PRECAST CONCRETE FOUNDATIONS, FILL THE VOID AROUND THE FOUNDATION WITH FLOWABLE FILL OR CLEAN SANDS USING HYDRAULIC METHODS TO A LEVEL 6 INCHES BELOW GRADE.
4. WHERE FOUNDATION ABUTS THE SIDEWALK, THE TOP OF THE FOUNDATION SHALL BE LEVEL WITH THE SIDEWALK. FOR ALL OTHER CASES, THE TOP OF THE FOUNDATION SHALL NOT BE MORE THAN 3 INCHES ABOVE GRADE.
5. SUPPLEMENTAL GROUNDING CONDUCTOR SHALL BE NON-INSULATED #4 AWG STRANDED COPPER AND SHALL BE CLAMPED TO VERTICAL REBAR WITH A CONNECTOR SUITABLE FOR USE IN CONCRETE: PROVIDE 3'-0" MIN. SLACK. ATTACH TO POLE GROUNDING STUD WITH A FULL CIRCLE CRIMP-ON CONNECTOR (CRIMPED WITH A MANUFACTURER RECOMMENDED CRIMPER).

**FOUNDATION DESIGN NOTES:**

1. DO NOT USE THIS DETAIL FOR SITES WHERE SOIL CONSISTS OF SOFT CLAY, PE, OR ANY OTHER SOIL WHERE A SMALL DIAMETER REBAR (#5 OR SMALLER) OR METAL PROBE PENETRATES EASILY TO 6" OR MORE OF DEPTH WHEN THE FULL WEIGHT OF A PERSON IS APPLIED.

POLE TYPE	WIND SPEED	POLE HEIGHT	FOUNDATION		FOUNDATION REINFORCEMENT	
			DIAMETER	DEPTH	VERTICAL	HORIZONTAL
2.875" O.D. STEEL POST	100 MPH	12'	1'-0"	4'-0"	6 - NO .4	NO. 4 @ 12' C-C



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
DIVISION OF MAINTENANCE – PERMITS BRANCH

Rev. 12/2021

**ENCROACHMENT PERMIT GENERAL NOTES &  
SPECIFICATIONS**

KYTC KEPT # \_\_\_\_\_

**SAFETY**

All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, latest edition, Part VI, and safety requirements shall comply with the Permits Manual. Federal law requires that traffic control shall be implemented in accordance with MUTCD standards and Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction (Standard Specifications) under the supervision of a certified Work Zone Traffic Control Supervisor.

All work necessary in shoulder or ditch line areas of a state highway shall be scheduled to be promptly completed so that hazards adjacent to the traveled way are kept to an absolute minimum.

No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs and flaggers during lane closure shall conform to the MUTCD.

When necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes shall be blocked or obstructed during adverse weather conditions (rain, snow, fog, etc.) without specific permission from the Department. Working hours shall be between 9 am and 3 pm.

The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility.

No non-construction equipment or vehicles or office trailers shall be allowed on the right of way at any time.

The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.

Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.

Working hours shall be between 9 am and 3 pm.

Date and time restrictions pertaining to this permit are as follows:

No explosive devices or explosive material shall be used within state right of way without proper license and approval of the Kentucky Department of Mines and Minerals, Explosive Division.

The permittee shall meet all applicable federal Occupational Safety and Health Administration standards and Kentucky Occupational Safety and Health standards.

Other safety requirements pertaining to this permit are as follows:

All personnel on state right of way must have the proper PPE on all times for visibility.

	<p><b>GENERAL</b></p> <p>The permittee shall be responsible for any damage to existing utilities, and any utility modifications or relocations within state right of way necessary, as determined by the Department or by the owner of the utility.</p>
	<p>Whenever materials of an archaeological nature are discovered during the course of construction work or maintenance operations, contact shall be made immediately with the Division of Environmental Analysis. Following this consultation, further action shall be decided on a case-by-case basis by the Department.</p>
	<p>If the activity to which this permit related disturbs one acre of more of land, you must obtain Kentucky Pollutant Discharge Elimination System KYR10 permit. Information can be found at <a href="http://water.ky.gov/permitting/Pages/GeneralPermits.aspx">http://water.ky.gov/permitting/Pages/GeneralPermits.aspx</a></p>
	<p>Other general requirements pertaining to this permit are as follows:</p>
<b>UTILITIES</b>	
	<p><b>For Non-Fully Controlled Access Highways</b></p>
	<p>All existing manholes and valve boxes shall be adjusted to be flush with finished grade.</p>
	<p>Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual.</p>
	<p>Underground longitudinal lines shall be located behind the ditch and toe of slope as near to the edge of the right of way as practical or in designated utility strips. Underground lines shall not be installed longitudinally under pavement, shoulder areas, or ditches.</p>
	<p>Minimum depth for underground utilities is 42", except for electrical lines and natural gas/petroleum fraction lines.</p>
	<p>The minimum depth for underground electrical lines is 60" under roadways, ramps, and ditch lines. The minimum depth for underground electrical lines in all other areas is 42" unless NESC requires additional depth.</p>
	<p>Natural gas and petroleum fraction lines shall have a minimum of 60" cover when located under roadways, ramps and ditch lines, and a minimum of 42" cover in all other areas.</p>
	<p>All pavement cuts shall be restored per Kentucky Transportation Cabinet standards and specifications.</p>
	<p>Overhead crossing of an utility line shall have a minimum clearance of 18 feet or greater per NESC guidelines or applicable codes.</p>
	<p>To the extent possible, maintain at least a 30' clear zone.</p>
	<p><b>For Fully Controlled Access Highways</b></p>
	<p>All work necessary within the right-of-way shall be performed behind a temporary fence erected prior to a boring operation. The temporary woven wire fence shall be removed immediately upon completion of work on the right-of-way, and the control of access immediately restored to original condition, in accordance with the Standard Specifications.</p>
	<p>Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual. Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints.</p>
	<p>All vents, valves, manholes, etc., shall be located outside of the right-of-way.</p>
	<p>Overhead crossing of an utility line shall have a minimum clearance of 24 feet or greater per NESC guidelines or applicable codes.</p>
	<p>Minimum depth for underground utilities is 42", except for electrical lines and natural gas/petroleum fraction lines.</p>
	<p>The minimum depth for underground electrical lines is 60" under roadways, ramps, and ditch lines. The minimum depth for underground electrical lines in all other areas is 42" unless NESC requires additional depth.</p>

	<p>Natural gas and petroleum fraction lines shall have a minimum of 60" cover.</p> <p><b>Other Utility Requirements</b></p>
	<p>Other utility requirements pertaining to this permit are as follows:</p>
<b>RIGHT-OF-WAY RESTORATION</b>	
	<p>All disturbed portions of the right of way shall be restored to grass as per the Standard Specifications. A satisfactory turf, as determined by the Department, shall be established by the permittee prior to release of indemnity. Sodding or seeding per the specified seed mix shall be used. For urban areas, the seed mix will be modified to only include Fescue and Ryegrass.</p>
	<p>For seeding on slopes 3:1 or less, apply seed mix Type I at a minimum application rate of 100 pounds per acre.</p> <p>Seed Mix Type I: 90% Kentucky 31 Tall Fescue, 10% White Dutch Clover</p>
	<p>For seeding on slopes greater than 3:1 in Districts 4, 5, 6, and 7, apply seed mix Type II at a minimum application rate of 100 pounds per acre.</p> <p>Seed Mix Type II: 90% Kentucky 31 Tall Fescue, 10% Partridge Pea</p>
	<p>For seeding on slopes greater than 3:1 in Districts 1, 2, 3, 8, 9, 10, 11, 12, apply seed mix Type III at a minimum application rate of 100 pounds per acre. If adjacent to crop land or golf course, replace the Partridge Pea with Kentucky 31 Fescue.</p> <p>Seed Mix Type III: 70% Kentucky 31 Tall Fescue, 30% Partridge Pea</p>
	<p>For seeding in residential and urban areas, use seed mix Type IV at an application rate of 275 pounds per acre.</p> <p>Seed Mix Type IV: 95% Turf Type Tall Fescue Blend, 5% White Dutch Clover</p>
	<p>Place straw to an approximate 2-inch loose depth (2 tons per acre).</p> <p>Prior to seeding, the ground shall be prepared in accordance with the Standard Specifications.</p>
	<p>Substitutes for sod such as artificial turf, rocked mulch, or paved areas may be acceptable if they are aesthetically pleasing. Substitutes for sod are subject to approval by the Department.</p>
	<p>All ditch-flow lines and all ditch-side slopes shall be sodded.</p>
	<p>Existing concrete right of way monuments shall not be disturbed, but if damaged in any way, they shall be entirely replaced by the permittee with new monuments in accordance with the Standard Specifications. Monuments that are entirely removed shall be re-established in the proper locations by the permittee and to the satisfaction of the Department. All right of way monuments shall be installed by a licensed Land Surveyor.</p>
	<p>Other right-of-way restoration requirements pertaining to this permit are as follows:</p>
<b>DRAINAGE</b>	
	<p>Any negative impacts to existing drainage structures will be the permittee's responsibility to repair in accordance with the Standard Specifications.</p>
	<p>All pipe shall be laid in a straight alignment, to proper grades, and with all materials and methods of installation including bedding and joint seating. Pipe shall not be covered until inspected by the Department and express permission obtained to make backfill. It is the permittee's responsibility to request inspection.</p>

	<p>All gutter lines at the base of new curbs shall be on continuous grades, and pockets of water along curbs or in entrance areas or other paved areas within the right-of-way shall not be acceptable.</p>																				
	<p>All drainage structures and appurtenances (manholes, catch basins, curbing, inlet basins, etc.) shall conform to the Department specifications and shall be constructed in accordance with current Department Standard Drawings.</p>																				
	<p>Other drainage requirements pertaining to this permit are as follows:</p>																				
<b>PAVING</b>																					
	<p>No asphalt mixtures shall be placed within the right of way between November 30 and April 1, without the express consent of the Department. No asphalt mixtures shall be placed on any wet surface. No asphalt mixtures shall be placed when weather conditions otherwise prevent the proper handling or finishing of asphalt mixtures. No asphalt mixtures shall be placed when the ambient air and existing surface temperatures on the project are less than those specified below.</p>																				
	<p style="text-align: center;"><i>Minimum Ambient Air Temperature and Minimum Temperature of the Existing Surface for Placing Asphalt Mixtures</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Open-Graded Friction Course (OGFC).....</td> <td style="width: 70%;">60 °F</td> </tr> <tr> <td>SMA Base and Surface.....</td> <td>50 °F</td> </tr> <tr> <td>Asphalt Mixture, Surface (PG76-22).....</td> <td>45 °F</td> </tr> <tr> <td>Asphalt Mixture, No. 4 Surface.....</td> <td>50 °F</td> </tr> <tr> <td>Asphalt Mixture, Surface (one inch thick or less).....</td> <td>45 °F</td> </tr> <tr> <td>Leveling and Wedging and Scratch Course.....</td> <td>45 °F</td> </tr> <tr> <td>Asphalt Mixture, Surface (thicker than one inch).....</td> <td>40 °F</td> </tr> <tr> <td>Asphalt Mixture for Pavement Wedge.....</td> <td>40 °F</td> </tr> <tr> <td>Asphalt Mixture, Base and Binder.....</td> <td>35 °F</td> </tr> <tr> <td>Asphalt-Treated Drainage Blanket.....</td> <td>35 °F</td> </tr> </table>	Open-Graded Friction Course (OGFC).....	60 °F	SMA Base and Surface.....	50 °F	Asphalt Mixture, Surface (PG76-22).....	45 °F	Asphalt Mixture, No. 4 Surface.....	50 °F	Asphalt Mixture, Surface (one inch thick or less).....	45 °F	Leveling and Wedging and Scratch Course.....	45 °F	Asphalt Mixture, Surface (thicker than one inch).....	40 °F	Asphalt Mixture for Pavement Wedge.....	40 °F	Asphalt Mixture, Base and Binder.....	35 °F	Asphalt-Treated Drainage Blanket.....	35 °F
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Asphalt-Treated Drainage Blanket.....	35 °F																				
	<p>Paving within the right of way shall be as follows:</p> <p>Base (Type): <u>Compacted DGA</u>, (Thickness) <u>8 inches</u></p> <p>Surface Base (Type) <u>Class I Base</u>, (Thickness) <u>3 inches</u></p> <p>Finished Surface (Type) <u>Class I Surface</u>, (Thickness) <u>1 1/2 inches</u></p> <p>If needed, existing pavement and shoulder material shall be removed to accommodate the above paving specifications.</p>																				
	<p>The finished surface of all new pavement within the right of way shall be true to type, cross-section, alignment, and grade as constructed or reconstructed. The finished surface shall be uniform in density and texture, free of irregularities, and equivalent in riding qualities to the adjacent highway pavement or as determined by the Department.</p>																				
	<p>All materials and methods of construction, including base and subgrade preparation, shall be in accordance with the Standard Specifications.</p>																				

	At least <u>48 hours</u> notice to the Department is required prior to beginning paving operations.  Name: <u>Robert Baker</u> Email: <u>RobertA.Baker@ky.gov</u>
	To ensure proper surface drainage, the new pavement shall be flush with the edge of existing highway pavement and shall slope away from the existing edge of the pavement as specified in drawings.
	Existing edge of pavement shall be saw-cut to provide a straight and uniform joint for new pavement. An approved joint sealer, in accordance with the Standard Specifications, shall be applied between new and existing pavements
	Other paving requirements pertaining to this permit are as follows:
<b>SIDEWALK SPECIFICATIONS</b>	
	Pedestrian facilities shall meet American with Disabilities Act accessibility requirements to the maximum extent feasible.
	<b>New Sidewalks</b>
	Sidewalks shall be <u>5 ft</u> feet in width. Typical Department practice is minimum 5' width.
	Sidewalks shall be constructed of Class A concrete. Sidewalk shall be 4" in thickness, except across entrances. Sidewalks thickness across entrances shall be 8" of concrete on 4" of compacted DGA.
	Sidewalks shall have tooled joints not less than 1 inch in depth at intervals equal or less than the width of the sidewalk being constructed.
	Install 1/2" premolded expansion joint material to the full depth of sidewalk where new sidewalk abuts any rigid structure, such as curbs, columns, buildings, or existing sidewalk.
	All materials and methods of construction, including curing, shall be in accordance with the Standard Specifications.
	<b>Existing Sidewalks</b>
	If existing sidewalks are being relocated, the use of the sidewalk shall not be blocked or obstructed, and a reasonably safe and accessible walkway shall be maintained across the construction area at all times.
	All damaged sections of the sidewalks shall be entirely replaced to match existing sections.
	<b>Other Sidewalk Specifications</b>
	Other sidewalk specifications pertaining to this permit are as follows:
<b>CURBING</b>	
	<b>Bituminous Curbs</b>
	Bituminous concrete curbs shall be given an asphalt paint coat after construction.
	The surface under the bituminous concrete curb shall be tacked at a rate to achieve an undiluted asphalt residue of 0.4 pounds (0.5 gallons) per square yard. Allow the tack to cure before covering it.
	All bituminous curbs shall be constructed of a PG 64-22 asphalt mix, as specified by the Standard Specifications.
	For curbs of constant width, extrude the asphalt sections. In areas inaccessible to the extrusion equipment or off variable widths, hand-placing is allowed. The hand-placed mixture shall be compacted and finished to a dense, uniform section comparable to that of machine-placed mixture.

	<p><b>Concrete Curbs</b></p> <p>All curbs or curb and gutter shall be constructed of Class A concrete and shall be uniform in height, width, and alignment, true to grade, and satisfactory in finish and appearance as determined by the Department. All materials and methods of construction, including curing, shall be in accordance with the Standard Specifications.</p> <p>All concrete curbs shall be 6 inches in width, extend ____ inches above finished grade and 12 inches below finished grade, with all visible edge rounded to 0.5 inch radii.</p> <p>The last <u>3</u> feet of all concrete curbs are to be tapered down to finished grade.</p>
	<p><b>Other Curbing Requirements</b></p> <p>Other curbing requirements pertaining to this permit are as follows:</p>
	<p><b>TRAFFIC</b></p> <p>Any contractor performing work within the vicinity of Department roadway lighting or traffic signal facilities, must request locates from the District Traffic section at least <u>1 week</u> in advance on starting work in the right-of-way.</p>
	<p>The permittee must maintain all Department roadway signage that is impacted by the permitted work. In the event that any signs have to be moved to accommodate the scope of the permit, it is the permittee's responsibility to mark the sign's location before removal and install the original or new sign per Department standards for sign installation. All Department roadway signs must be restored to original condition before the permit will be released.</p>
	<p>Any thermoplastic and striping damaged during the encroachment must be restored in a timely manner per Department standards. Stop bars, arrows, and crosswalks must be thermoplastic material, paint is not acceptable. This work must be performed by a pre-qualified contractor.</p>
	<p>Excavating near a signal, lighting pole, or anchoring facility must be done so that it does not impact the structural integrity of the pole. Any work that requires a temporary support or anchoring must receive prior approval.</p>
	<p>If the scope of the permit involves a signal build or rebuild, it is the permittee's responsibility to apply for power service and pay the monthly bill until the electrical device is formally accepted by the Department. It is the permittee's responsibility to request electrical inspection from the District Traffic section. If the signal modifications require timing or phasing changes, this must be requested at least two weeks in advance of the signal's turn-on date. The Department will not take ownership of permitted signals until the electrical inspection is formally accepted and approved.</p>
	<p>Work which impacts traffic loops requires 48-hour notice to the District Traffic section at <u>246-2355</u>. Accidental damage of a traffic loop must be reported immediately to the District emergency line at <u>246-2355</u>. Any disturbed traffic loops must be replaced in a timely manner. Traffic loops out of operation for more than five working days will subject the permittee to the cancellation of the permit. Loop repair must be performed by a pre-qualified contractor.</p>
	<p>Other traffic requirements pertaining to this permit are as follows:</p>

**MISCELLANEOUS**

Miscellaneous requirements pertaining to this permit are as follows:

**NOTICE TO PERMITTEE**

THE PERMITTEE AGREES THAT ALL WORK WITHIN THE EXISTING RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH PLANS AS APPROVED AND PERMITTED BY AN ENCROACHMENT PERMIT. THE PERMITTEE SHALL MEET ALL DEPARTMENT POLICIES, STANDARD DRAWINGS, AND STANDARD SPECIFICATIONS. ANY CHANGES OR VARIANCES MADE AT THE TIME OF CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT OF HIGHWAYS SHALL BE REMOVED BY THE PERMITTEE AT NO EXPENSE TO THE DEPARTMENT OF HIGHWAYS AND SHALL BE REDONE BY THE PERMITTEE TO CONFORM WITH THE APPROVED PLANS.

RESOLUTION NO. 2023-06-12-11

WHEREAS, the City of Danville, Kentucky (hereinafter "the City") finds it necessary and appropriate to purchase ten (10) license plate recognition (hereinafter "LPR") cameras for the Police Department in the exercise of its duties and to help solve and reduce crimes; and

WHEREAS, said LPR cameras will be strategically placed around Danville to take still images when vehicles pass to determine the license plate, make, model and color of vehicles with searchable features; and

WHEREAS, said LPR cameras will be used to gather leads to investigate reported crimes, but not for traffic enforcement; and

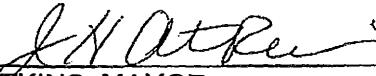
WHEREAS, City Staff entered into noncompetitive negotiation with the vendor of the LPR cameras needed, being Flock Safety, the single source provider, which is consistent with the City's Purchasing Manual, specifically Section III.J; and

WHEREAS, Flock Safety's sole source letter is attached hereto and incorporated herein by reference; and

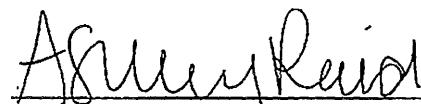
WHEREAS, the initial cost of the ten (10) LPR cameras is \$77,750 for installation and implementation, and \$30,000 annually thereafter;

NOW THEREFORE, be it RESOLVED by the Board of Commissioners of the City of Danville, Kentucky, as follows: (1) that the LPR cameras needed by the Police Department have a single source provider; (2) that the City is authorized to enter into a noncompetitive negotiation with the vendor, Flock Safety; and (3) the purchase of the LPR cameras from Flock Safety based upon the terms and conditions of the master agreement and order form are APPROVED; and (4) the Mayor or Mayor Pro Tem is hereby authorized to execute any document regarding same on behalf of the City.

This the 12<sup>th</sup> day of June, 2023.

  
\_\_\_\_\_  
J. H. ATKINS, MAYOR  
CITY OF DANVILLE, KENTUCKY

ATTEST:

  
\_\_\_\_\_  
ASHLEY RAIDER, CITY CLERK  
CITY OF DANVILLE, KENTUCKY

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# flock safety

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## Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

**The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

**1. Patented Vehicle Fingerprint Technology:**

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

**2. Integrated Cloud-Software & Hardware Platform:**

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mast
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage

# flock safety

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- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:

- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Privacy controls to enable certain vehicles to “opt-out” of being captured

4. Integrated Audio & Gunshot Detection:

- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

5. Partnerships:

- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
- Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

6. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,

  
Garrett Langley CEO, Flock Safety

## **Flock Safety + KY - Danville PD**

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

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MAIN CONTACT:  
Jim Fink  
[jim.fink@flocksafety.com](mailto:jim.fink@flocksafety.com)  
7202339573

**flock safety**

## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

**Join thousands of agencies reducing crime with Flock Safety's public safety operating system**

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

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## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-the-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

## Out-of-Box Software Features

Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>• Vehicle make</li> <li>• Body type</li> <li>• Color</li> <li>• License plates <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>• Decals</li> <li>• Bumper stickers</li> <li>• Back racks</li> <li>• Top racks</li> </ul>
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS FDLE FL Expired Licenses FL Expired Tags FL Sanctioned Drivers FL Sex Offenders Georgia DOR IL SOS Illinois Leads NCIC NCMEC Amber Alert REJIS CCIC FBI</i></p>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

#### Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

## License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>✓ 1 Standard LPR Camera</p> <p>✓ Unlimited LTE data service + Flock OS platform licenses</p> <p>✓ 1 DOT breakaway pole</p> <p>✓ Dual solar panels</p> <p>✓ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>✓ 1 LPR Camera</p> <p>✓ Unlimited LTE data service + software licenses</p> <p>✓ 1 portable mount with varying-sized band clamps</p> <p>✓ 1 Charger for internal battery</p> <p>✓ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>✓ 1 Long-Range LPR Camera</p> <p>✓ Computing device in protective poly case</p> <p>✓ AC Power</p> <p>✓ Permitting, installation, and ongoing maintenance</p>

## Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.  <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs  Get support educating your stakeholders, including city councils and other governing bodies.  Media Relations  Share crimes solved in the local media with the help of our Public Relations team.

# flock safety

## EXHIBIT A ORDER FORM

Customer: KY - Danville PD  
 Legal Entity Name: KY - Danville PD  
 Address: 445 W Main St Danville, Kentucky 40422

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

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

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$30,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon™	Included	10	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Advanced Implementation Fee	\$1,900.00	9	\$17,100.00
			<b>Subtotal Year 1:</b> \$47,750.00
			<b>Annual Recurring Subtotal:</b> \$30,000.00
			<b>Estimated Tax:</b> \$0.00
			<b>Contract Total:</b> \$77,750.00

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

### Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$47,750.00
Annual Recurring after Year 1	\$30,000.00
<b>Contract Total</b>	<b>\$77,750.00</b>

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon 40	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
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 - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer: KY - Danville PD

By: J H Atkins

Name: J. H. Atkins

Title: Monoy

Date: 4-13-2023

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

## 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 19 day of May 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

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

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

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

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

## AGREEMENT

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

### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, 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, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

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

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

diminish the quality of the services or materially change any terms or conditions within this Agreement.

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

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

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

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

### **3. CUSTOMER OBLIGATIONS**

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

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

### **4. DATA USE AND LICENSING**

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

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

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

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

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving

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

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

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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

## **6. PAYMENT OF FEES**

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

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

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

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

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

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

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

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

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

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

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

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

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

## 9. LIMITATION OF LIABILITY; INDEMNITY

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

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

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

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

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

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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

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

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

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

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

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

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

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

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

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

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

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

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

**11.14 Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

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

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: \_\_\_\_\_

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.

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

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

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-47143  
Invoice Date: 9/9/2024  
Due Date: 10/9/2024  
Payment Terms: Net 30  
PO#:

Bill To: KY - Danville PD  
445 W Main St  
Danville, Kentucky, 40422

Ship To: KY - Danville PD  
445 W Main St  
Danville, Kentucky 40422

Billing Company Name: KY - Danville PD  
Billing Contact Name:  
Billing Email Address: gdoan@danvilleky.gov

Payment Terms: Net 30  
Contracted Billing Structure: Annual

Notes: KY - Danville PD: Year 2 of 24 Month Term, 2024 - 2025

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	10	\$3,000.00	\$0.00	\$30,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services: <https://planner.flocksafety.com/public/392260b7-dcc0-4380-8eff-59f6e1fbee41>

Subtotal:	\$30,000.00
Sales Tax:	\$0.00
Credit:	\$0.00
Payments:	\$0.00
Balance Due:	\$30,000.00

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.



## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-47143  
Invoice Date: 9/9/2024  
Due Date: 10/9/2024  
Payment Terms: Net 30  
PO#:

### Payment Remittance Information

#### Pay by Check:

Payable to: Flock Group Inc  
Memo: INV-47143  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

#### Pay by ACH:

Account Legal Name: Flock Group Inc.  
Account Number: 3302113966  
Account Type: Checking  
Routing / SWIFT Code: 121140399 / SVBKUS6S

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

By paying this invoice, I, the customer, agree to the terms and conditions listed at  
<https://www.flocksafety.com/terms-and-conditions>

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

#### Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	KY - Danville PD
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Or

If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	\$30,000.00
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Amount Enclosed: \$ \_\_\_\_\_

Aaron Rainwater  
Investigations/Supervision  
Flock  
03/02/2025

**Active**

Aaron Steele  
Member  
Flock  
03/16/2025

**Active**

Adam Wilson  
Investigations/Supervision  
Flock  
03/17/2025

**Active**

AJ Mullins  
Investigations/Supervision  
Flock  
01/21/2025

**Active**

Andy Ferguson  
Member  
Flock  
02/07/2025

**Active**

April Drake  
Member  
Flock  
02/03/2025

**Active**

Avery Bradshaw  
Member  
Flock  
02/23/2025

**Active**

Ben Ray  
Investigations/Supervision  
Flock  
03/08/2025

**Active**

Bobby Hardman  
Member  
Flock  
03/14/2025

**Active**

Brandon Conley  
Member  
Flock  
03/14/2025

**Active**

Brandon Record  
Investigations/Supervision  
Flock

**Active**

Chad Bartleson  
Member  
Flock  
02/14/2024

**Active**

Chase Broach  
Member  
Flock

12/30/2024

**Active**

Chris Matano

Admin

Flock

10/17/2024

**Active**

Chris Wentz

Investigations/Supervision

Flock

01/24/2025

**Active**

Clark Logan

Flock

**Deactivated**

Cody Faulconer

Member

Flock

09/03/2024

**Active**

Daniel Grigsby

Admin

Flock

03/10/2025

**Active**

Glenn Doan

Admin

Flock

03/25/2025

**Active**

Jacob Bormann

Member

Flock

03/23/2025

**Active**

John Wright

Member

Flock

**Active**

Jonathan Mullins

Investigations/Supervision

Flock

02/17/2025

**Active**

Josh Faulkner

Investigations/Supervision

Flock

02/26/2025

**Active**

Justin Roby

Member

Flock

02/09/2024

**Active**

Kayden Gervacio

Member

Flock

03/06/2025

**Active**

Lauren Muntz

Member

Flock

01/21/2025

**Active**

Lisa Dollins

Admin

Flock

01/28/2025

**Active**

Mary Roller

Member

Flock

12/01/2024

**Active**

Nick Adams

Member

Flock

03/08/2025

**Active**

Paul Megilligan

Investigations/Supervision

Flock

03/19/2025

**Active**

Ricky Sellers

Member

Flock

11/27/2024

**Active**

Sim Thacker

Member

Flock

01/24/2024

**Active**

Stephen Debord

Investigations/Supervision

Flock

03/06/2025

**Active**

Steve Pater

Member

Flock

03/23/2025

**Active**

TJ Godbey

Member

Flock  
03/23/2025

**Active**

Todd Davis  
Member  
Flock  
01/28/2024

**Active**

Tony Gray  
Member  
Flock  
03/01/2024

**Active**

Zach Ray  
Member  
Flock  
03/12/2025

**Active**



## City of Danville Agenda Request Form

This form must be submitted to the City Clerk no later than 12:00 p.m. on Wednesday prior to the Monday meeting.

<b>Date of Meeting:</b> 06-12-2023	<b>Agenda Item Title:</b> Flock Safety Contract
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**Classification** (City Attorney must approve all ordinances & resolutions)

Ordinance       Information Only       Ceremonial  
 Resolution/Contract       Discussion       Public Hearing  
 Action Needed     

**Submitted by:** Assistant Chief Glenn Doan

**Subject:**

Approval of Flock Safety Camera contract.

**Background**

10 Flock Safety LPR cameras will be strategically placed around Danville. The cameras will be used to solve and reduce crime. The fixed cameras take 6-7 still images when a vehicle passes. LPRs can read the license plate and determine, color, make, model, which are all searchable features. LPRs will be used to gather leads to investigate crimes reported to us. They will not be used for speed, red light or other traffic enforcement.

**Budgeting & Financial Impact**

Capital budget project. \$77,750.00 for initial contract, installation and implementation. \$30,000.00 will be the annual recurring subtotal.

**Staff Recommendation :**

Approve and Mayor signature.

RESOLUTION NO. 2023-06-12-11

WHEREAS, the City of Danville, Kentucky (hereinafter "the City") finds it necessary and appropriate to purchase ten (10) license plate recognition (hereinafter "LPR") cameras for the Police Department in the exercise of its duties and to help solve and reduce crimes; and

WHEREAS, said LPR cameras will be strategically placed around Danville to take still images when vehicles pass to determine the license plate, make, model and color of vehicles with searchable features; and

WHEREAS, said LPR cameras will be used to gather leads to investigate reported crimes, but not for traffic enforcement; and

WHEREAS, City Staff entered into noncompetitive negotiation with the vendor of the LPR cameras needed, being Flock Safety, the single source provider, which is consistent with the City's Purchasing Manual, specifically Section III.J; and

WHEREAS, Flock Safety's sole source letter is attached hereto and incorporated herein by reference; and

WHEREAS, the initial cost of the ten (10) LPR cameras is \$77,750 for installation and implementation, and \$30,000 annually thereafter;

NOW THEREFORE, be it RESOLVED by the Board of Commissioners of the City of Danville, Kentucky, as follows: (1) that the LPR cameras needed by the Police Department have a single source provider; (2) that the City is authorized to enter into a noncompetitive negotiation with the vendor, Flock Safety; and (3) the purchase of the LPR cameras from Flock Safety based upon the terms and conditions of the master agreement and order form are APPROVED; and (4) the Mayor or Mayor Pro Tem is hereby authorized to execute any document regarding same on behalf of the City.

This the 12<sup>th</sup> day of June, 2023.

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J. H. ATKINS, MAYOR  
CITY OF DANVILLE, KENTUCKY

ATTEST:

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ASHLEY RAIDER, CITY CLERK  
CITY OF DANVILLE, KENTUCKY

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# flock safety

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## Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

**The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

1. Patented Vehicle Fingerprint Technology:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mast
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage

# flock safety

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- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:

- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Privacy controls to enable certain vehicles to "opt-out" of being captured

4. Integrated Audio & Gunshot Detection:

- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

5. Partnerships:

- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
- Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

6. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

## **Flock Safety + KY - Danville PD**

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

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MAIN CONTACT:  
Jim Fink  
[jim.fink@flocksafety.com](mailto:jim.fink@flocksafety.com)  
7202339573

**flock safety**

## Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

**Join thousands of agencies reducing crime with Flock Safety's public safety operating system**

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

\*According to a 2019 study conducted by Cobb County Police Department

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## Introduction

### *Layer Intelligence to Solve More Crime*

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

## Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

## Out-of-Box Software Features

<p><b>Simplified Search</b></p>	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> <li>● Vehicle make</li> <li>● Body type</li> <li>● Color</li> <li>● License plates <ul style="list-style-type: none"> <li>○ Partial tags</li> <li>○ Missing tags</li> <li>○ Temporary tags</li> <li>○ State recognition</li> </ul> </li> <li>● Decals</li> <li>● Bumper stickers</li> <li>● Back racks</li> <li>● Top racks</li> </ul>
<p><b>National and Local Sharing</b></p>	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p style="text-align: center;"><i>California SVS FDLE FL Expired Licenses FL Expired Tags FL Sanctioned Drivers FL Sex Offenders Georgia DOR IL SOS Illinois Leads NCIC NCMEC Amber Alert REJIS CCIC FBI</i></p>
<p><b>Real-time Alerts</b></p>	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
<p><b>Interactive ESRI Map</b></p>	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
<p><b>Vehicle Location Analysis</b></p>	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

## License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.\*

\*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>✓ 1 Standard LPR Camera</p> <p>✓ Unlimited LTE data service + Flock OS platform licenses</p> <p>✓ 1 DOT breakaway pole</p> <p>✓ Dual solar panels</p> <p>✓ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>✓ 1 LPR Camera</p> <p>✓ Unlimited LTE data service + software licenses</p> <p>✓ 1 portable mount with varying-sized band clamps</p> <p>✓ 1 Charger for internal battery</p> <p>✓ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>✓ 1 Long-Range LPR Camera</p> <p>✓ Computing device in protective poly case</p> <p>✓ AC Power</p> <p>✓ Permitting, installation, and ongoing maintenance</p>

## Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.  <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs  Get support educating your stakeholders, including city councils and other governing bodies.  Media Relations  Share crimes solved in the local media with the help of our Public Relations team.

# flock safety

## EXHIBIT A ORDER FORM

Customer: KY - Danville PD  
 Legal Entity Name: KY - Danville PD  
 Address: 445 W Main St Danville, Kentucky 40422

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

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

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$30,000.00</b>
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	10	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Advanced Implementation Fee	\$1,900.00	9	\$17,100.00
			Subtotal Year 1: \$47,750.00
			Annual Recurring Subtotal: \$30,000.00
			Estimated Tax: \$0.00
			Contract Total: \$77,750.00

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

### Billing Schedule

<b>Billing Schedule</b>	<b>Amount (USD)</b>
Year 1	
At Contract Signing	\$47,750.00
Annual Recurring after Year 1	\$30,000.00
<b>Contract Total</b>	<b>\$77,750.00</b>

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
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 - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.**

**FLOCK GROUP, INC.**

**Customer: KY - Danville PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

## **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 19 day of May 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### **RECITALS**

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

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

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

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

## AGREEMENT

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

### 1. DEFINITIONS

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

- 1.1 ***Anonymized Data*** means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.
- 1.2 ***Authorized End User(s)*** means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.
- 1.3 ***Customer Data*** means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.
- 1.4. ***Customer Hardware*** means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
- 1.5 ***Embedded Software*** means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.
- 1.6 ***Flock Hardware*** means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

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

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

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

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

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

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

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

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

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

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, 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, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

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

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

diminish the quality of the services or materially change any terms or conditions within this Agreement.

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

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

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

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

### **3. CUSTOMER OBLIGATIONS**

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

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

### **4. DATA USE AND LICENSING**

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

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

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

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

## 5. CONFIDENTIALITY; DISCLOSURES

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving

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

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

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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

## **6. PAYMENT OF FEES**

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

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

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

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

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

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

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

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

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

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

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

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

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

## **9. LIMITATION OF LIABILITY; INDEMNITY**

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

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

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

## 10. INSTALLATION SERVICES AND OBLIGATIONS

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

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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

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

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

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

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

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

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

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

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

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

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

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

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

**11.14 Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

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

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

**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.

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

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