

## **Palbitska, Ashley**

---

**From:** scurran@cityhpil.com  
**Sent:** Friday, December 1, 2023 8:44 AM  
**To:** dani.mayberry@flocksafety.com  
**Cc:** hailey.spessard@flocksafety.com; WBonaguidi@cityhpil.com  
**Subject:** RE: OPER 1051 - Highland Park 305363

So the attached is only for one location for Skokie Valley and Half Day Rd.

Do I need one for each location?

Sean

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**From:** Danielle Mayberry <dani.mayberry@flocksafety.com>  
**Sent:** Thursday, November 30, 2023 2:31 PM  
**To:** Curran, Sean <scurran@cityhpil.com>  
**Cc:** Hailey Spessard <hailey.spessard@flocksafety.com>; Bonaguidi, William <WBonaguidi@cityhpil.com>  
**Subject:** Re: OPER 1051- Highland Park 305363

**[EXTERNAL EMAIL]**

Please see attached

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Looping in Sgt Curran.

Sgt Curran - Do you happen to know if these OPER 1051 documents have been signed and sent out by the PD?

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This is regarding Cams 3, 4, 11 & 20!

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Permitting Manager I

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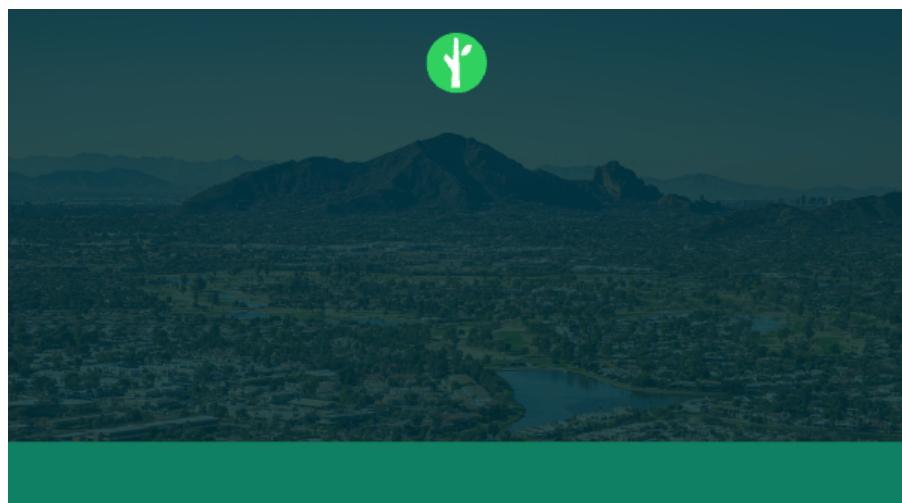


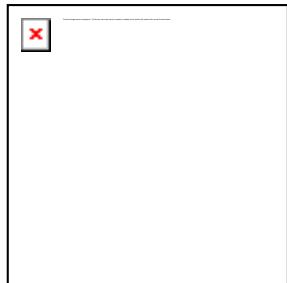
## Danielle Mayberry

## Permitting Manager I



## flock safety





**Hailey Spessard**  
Project Manager - Core



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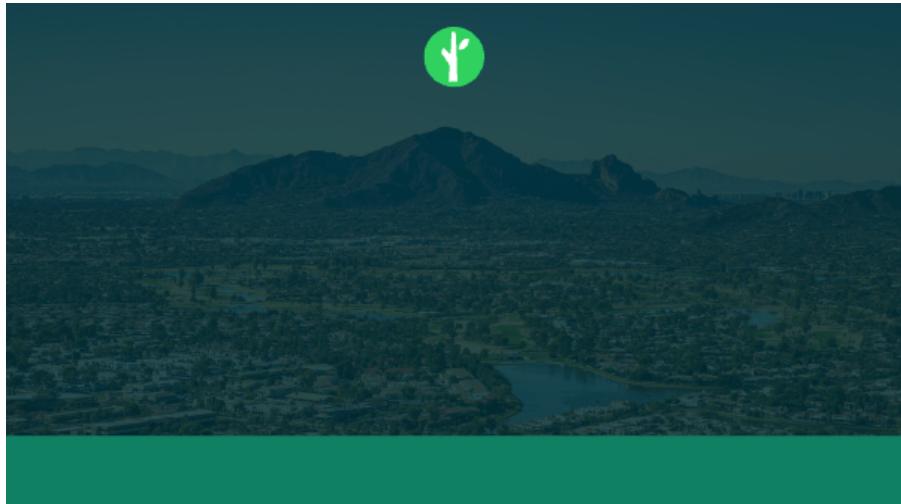
 **Book Time with Me**



**Danielle Mayberry**  
Permitting Manager I



## flock safety



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**To:** Curran, Sean  
**Cc:** Hailey Spessard; Bonaguidi, William  
**Subject:** Re: OPER 1051- Highland Park 305363  
**Date:** Friday, December 1, 2023 8:48:32 AM

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**Hailey Spessard**  
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**To:** [dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)  
**Subject:** RE: OPER 1051- Highland Park 305363  
**Date:** Friday, December 1, 2023 9:15:28 AM

---

OK location says Skokie Hwy, Half Day Rd

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Permitting Manager I



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**Hailey Spessard**  
Project Manager - Core

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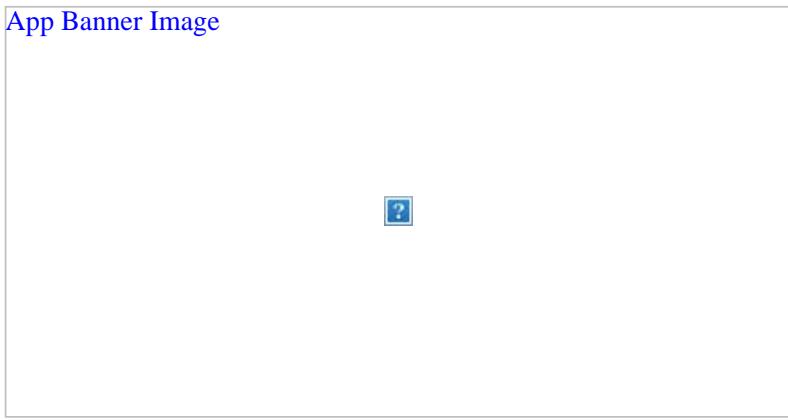
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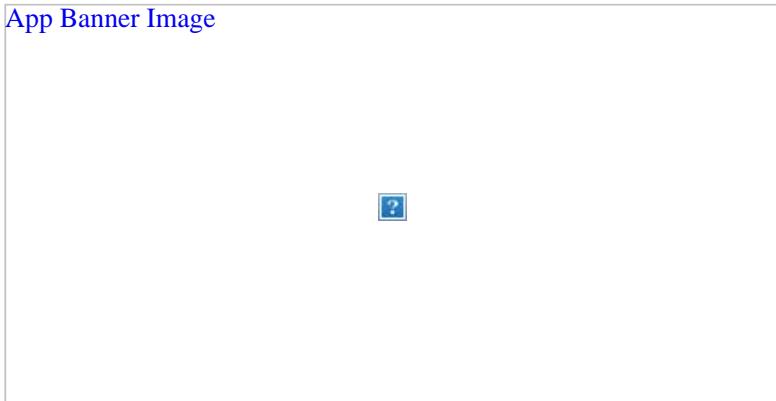
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OK location says Skokie Hwy, Half Day Rd

---

**From:** Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)>  
**Sent:** Friday, December 1, 2023 8:48 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Cc:** Hailey Spessard <[hailey.spessard@flocksafety.com](mailto:hailey.spessard@flocksafety.com)>; Bonaguidi, William <[WBonaguidi@cityhpil.com](mailto:WBonaguidi@cityhpil.com)>  
**Subject:** Re: OPER 1051- Highland Park 305363

**[EXTERNAL EMAIL]**

This is for all 4 locations

Thank you!

On Fri, Dec 1, 2023 at 9:45 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

So the attached is only for one location for Skokie Valley and Half Day Rd.

Do I need one for each location?

Sean

---

**From:** Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)>  
**Sent:** Thursday, November 30, 2023 2:31 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Cc:** Hailey Spessard <[hailey.spessard@flocksafety.com](mailto:hailey.spessard@flocksafety.com)>; Bonaguidi, William <[WBonaguidi@cityhpil.com](mailto:WBonaguidi@cityhpil.com)>  
**Subject:** Re: OPER 1051- Highland Park 305363

**[EXTERNAL EMAIL]**

Please see attached

Thanks!

On Thu, Nov 30, 2023 at 3:24 PM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Hi Danielle,

I just received approval from corporate counsel but I can no longer open the document to have it signed? I saved it to my desktop and it will not open, can you please resend it?

All signed documents must be signed by our City Manager Ghida S. Neukirch.

Sean

---

**From:** Hailey Spessard <[hailey.spessard@flocksafety.com](mailto:hailey.spessard@flocksafety.com)>

**Sent:** Monday, November 27, 2023 4:02 PM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Cc:** Bonaguidi, William <[WBonaguidi@cityhpil.com](mailto:WBonaguidi@cityhpil.com)>; Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)>

**Subject:** Re: OPER 1051- Highland Park 305363

**[EXTERNAL EMAIL]**

Looping in Sgt Curran.

Sgt Curran - Do you happen to know if these OPER 1051 documents have been signed and sent out by the PD?

Please let me know if you have any questions.

This is regarding Cams 3, 4, 11 & 20!

Thanks,

On Tue, Nov 21, 2023 at 2:21 PM Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)> wrote:

Good Afternoon,

Could you confirm that these have been sent out?

Thanks!

On Fri, Nov 3, 2023 at 8:53 AM Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)> wrote:

Good Morning,

I have compiled the OPER 1051(attached) for your review/signature.

[Here is a doc that explains the entire process](#), but I will spell your part out here as well.

- *Please print the attached document out Four (4) times and sign and date with pen under "Applicant Signature"*
- *Mail all 4 copies to our IDOT Approved Contractor to sign as well:*
- *Cowan Electric*  
*ATTN: Dawn Cowan*  
*PO Box 5066*  
*Elgin, IL 60121*

Please let me know when you have signed and mailed to Cowan Electric so I can keep track of the progress.

The additional steps for issuance include Bond Procurement(we will handle this) and then the final

signature by IDOT.

From there we will be able to get you on the schedule for installation!

If you have any questions, please let me know!

--

**Danielle Mayberry**  
Permitting Manager I



[470-536-8103](tel:470-536-8103)



[flocksafety.com](http://flocksafety.com)



ext 1029



App Banner Image



**Danielle Mayberry**  
Permitting Manager I



[470-536-8103](tel:470-536-8103)



[flocksafety.com](http://flocksafety.com)



ext 1029



App Banner Image

photo



**Hailey Spessard**  
Project Manager - Core

 [flocksafety.com](http://flocksafety.com)

 Due to volume, please allow 2-3 business days for a response



App Banner Image



**Danielle Mayberry**  
Permitting Manager I

470-536-8103  [flocksafety.com](http://flocksafety.com)  ext 1029

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App Banner Image



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**Danielle Mayberry**  
Permitting Manager I

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470-536-8103  [flocksafety.com](http://flocksafety.com)  ext 1029

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App Banner Image



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**Danielle Mayberry**

Permitting Manager I

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[470-536-8103](tel:470-536-8103)  [flocksafety.com](http://flocksafety.com)  ext 1029

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App Banner Image



**From:** [Flock Safety Daily Digest](#)  
**To:** [wbonaguidi@cityhpl.com](mailto:wbonaguidi@cityhpl.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Sunday, December 3, 2023 8:00:50 PM

---

**[EXTERNAL EMAIL]**



Hi William Bonaguidi,

Below you will find a summary of upcoming activities related to your Flock Safety network.

Recent Activity			
Location Name	Status	Visit Type	Completed/Scheduled Date
#01 Deerfield From US 41 (WB)	Scheduled	Maintenance - Replace Equipment	12/7/2023
#07 - Clavey/41 - EB	Scheduled	Installation	12/7/2023
#18 Clavey@Green Bay EB	Scheduled	Installation	12/7/2023

**Status:**

**Scheduling:** We are actively scheduling the technician visit - be that for a pre-installation site survey or the installation. Be on the lookout for the dispatched appointment within the next week or two.

**Scheduled:** Barring unforeseen circumstances, the technician will be onsite for your site survey or installation on this date.

**Completed:** The technician has completed the visit. Next step: the experts are in the process of confirming that your cameras are functioning properly (receiving adequate sunlight, connecting regularly to the cellular network, taking high-quality images, etc.). Once that part is complete, we will grant access to your camera footage.

**Visit Types:**

**Site Survey:** The technician will confirm that the locations previously agreed upon will work for the installation. The technician will place white flags at each location according to the plan you approved.

**Installation:** The technician will follow the plan based on the results of the site survey.

**Maintenance:** Our systems have identified an issue with your camera and a technician will be onsite to resolve the issue.

Stay Safe,  
Your Flock Safety Team

---

Have questions? Should somebody else be receiving this email instead of you? Email us at [support@flocksafety.com](mailto:support@flocksafety.com).



**From:** [Flock Safety Daily Digest](#)  
**To:** [police@cityhpil.com](mailto:police@cityhpil.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Sunday, December 3, 2023 8:00:56 PM

---

**[EXTERNAL EMAIL]**



Hi X-Lou Jogmen,

Below you will find a summary of upcoming activities related to your Flock Safety network.

Recent Activity			
Location Name	Status	Visit Type	Completed/Scheduled Date
#01 Deerfield From US 41 (WB)	Scheduled	Maintenance - Replace Equipment	12/7/2023
#07 - Clavey/41 - EB	Scheduled	Installation	12/7/2023
#18 Clavey@Green Bay EB	Scheduled	Installation	12/7/2023

**Status:**

**Scheduling:** We are actively scheduling the technician visit - be that for a pre-installation site survey or the installation. Be on the lookout for the dispatched appointment within the next week or two.

**Scheduled:** Barring unforeseen circumstances, the technician will be onsite for your site survey or installation on this date.

**Completed:** The technician has completed the visit. Next step: the experts are in the process of confirming that your cameras are functioning properly (receiving adequate sunlight, connecting regularly to the cellular network, taking high-quality images, etc.). Once that part is complete, we will grant access to your camera footage.

**Visit Types:**

**Site Survey:** The technician will confirm that the locations previously agreed upon will work for the installation. The technician will place white flags at each location according to the plan you approved.

**Installation:** The technician will follow the plan based on the results of the site survey.

**Maintenance:** Our systems have identified an issue with your camera and a technician will be onsite to resolve the issue.

Stay Safe,  
Your Flock Safety Team

---

Have questions? Should somebody else be receiving this email instead of you? Email us at [support@flocksafety.com](mailto:support@flocksafety.com).



**From:** [Flock Safety Daily Digest](#)  
**To:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Sunday, December 3, 2023 8:01:03 PM

---

**[EXTERNAL EMAIL]**



Hi Sean Curran,

Below you will find a summary of upcoming activities related to your Flock Safety network.

Recent Activity			
Location Name	Status	Visit Type	Completed/Scheduled Date
#01 Deerfield From US 41 (WB)	Scheduled	Maintenance - Replace Equipment	12/7/2023
#07 - Clavey/41 - EB	Scheduled	Installation	12/7/2023
#18 Clavey@Green Bay EB	Scheduled	Installation	12/7/2023

**Status:**

**Scheduling:** We are actively scheduling the technician visit - be that for a pre-installation site survey or the installation. Be on the lookout for the dispatched appointment within the next week or two.

**Scheduled:** Barring unforeseen circumstances, the technician will be onsite for your site survey or installation on this date.

**Completed:** The technician has completed the visit. Next step: the experts are in the process of confirming that your cameras are functioning properly (receiving adequate sunlight, connecting regularly to the cellular network, taking high-quality images, etc.). Once that part is complete, we will grant access to your camera footage.

**Visit Types:**

**Site Survey:** The technician will confirm that the locations previously agreed upon will work for the installation. The technician will place white flags at each location according to the plan you approved.

**Installation:** The technician will follow the plan based on the results of the site survey.

**Maintenance:** Our systems have identified an issue with your camera and a technician will be onsite to resolve the issue.

Stay Safe,  
Your Flock Safety Team

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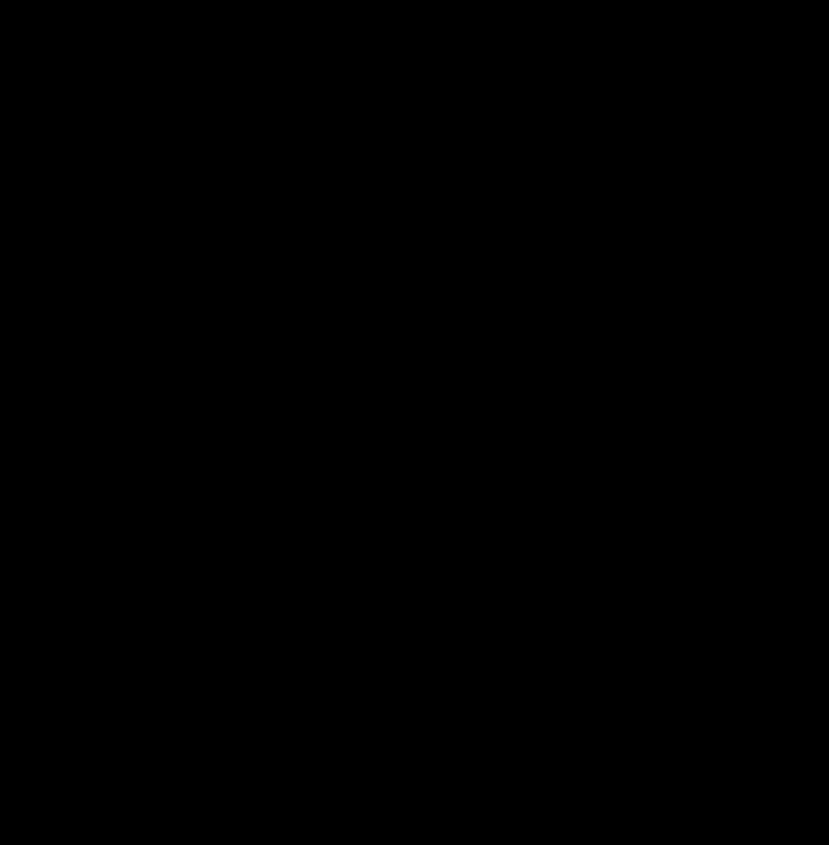
Have questions? Should somebody else be receiving this email instead of you? Email us at [support@flocksafety.com](mailto:support@flocksafety.com).



**From:** [hotlist=flocksafety.com@mail.flocksafety.com](mailto:hotlist=flocksafety.com@mail.flocksafety.com) on behalf of [Flock\\_Hotlist\\_Alerts](mailto:Flock_Hotlist_Alerts)  
**To:** [mtolmie@cityhpl.com](mailto:mtolmie@cityhpl.com)  
**Subject:** HOTLIST ALERT: IL - [REDACTED]  
**Date:** Monday, December 4, 2023 7:36:28 AM

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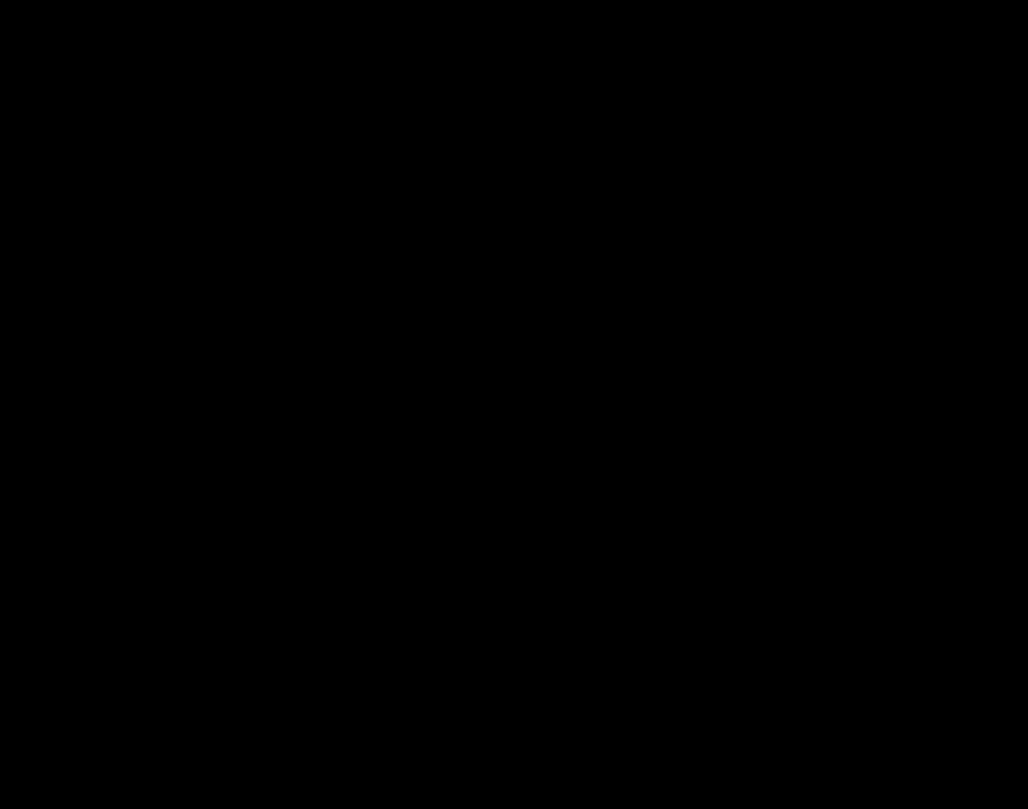
*[EXTERNAL EMAIL]*



**From:** [hotlist=flocksafety.com@mail.flocksafety.com](mailto:hotlist=flocksafety.com@mail.flocksafety.com) on behalf of [Flock Hotlist Alerts](#)  
**To:** [mtolmie@cityhpl.com](mailto:mtolmie@cityhpl.com)  
**Subject:** HOTLIST ALERT: [REDACTED] #09 - Deerfield/Skokie River (EB)  
**Date:** Monday, December 4, 2023 8:02:31 AM

---

*[EXTERNAL EMAIL]*



**From:** [Flock Safety Customer Success](#)  
**To:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**Subject:** Important: Update Required for Continued Access to Illinois' Camera Network  
**Date:** Monday, December 4, 2023 9:00:32 AM

**[EXTERNAL EMAIL]**

[View in Browser](#) | [Forward to a Friend](#)

Flock Safety Logo



Dear IL - Highland Park PD,

As part of our ongoing commitment to comply with state regulations and support your agency's operational integrity, we want to ensure you are aware of the recent legislative changes concerning the use of Automatic License Plate Recognition (ALPR) systems in Illinois.

**House Bill 3326 Compliance Update Needed by End of December**

Illinois HB 3326 requires all law enforcement agencies to affirm compliance with specific usage guidelines prior to accessing ALPR data generated within the state of Illinois. This is a mandatory update that, if not addressed, will impact your agency's access to the state's camera network.

**Here's What You Need to Do:** Please log in to the [Organization Page](#) on the Flock Safety system before the end of December to complete the following steps:

1. Navigate to the new 'Policy' section.
2. Select one of the two checkboxes to indicate your agency's compliance status:
  - We Comply with Illinois' HB 3326"
  - We Do Not Comply with Illinois' HB 3326 and understand access to the state's cameras will be revoked"

**Why It's Critical:** Choosing to comply will allow your agency to maintain current access to Illinois cameras, as well as the ability to request future access to Illinois devices and utilize National Lookup features. Not confirming your compliance will lead to the removal of these capabilities.

**Assistance and Support:** Our support team is available to guide you through this update process. You can reach us at [support@flocksafety.com](mailto:support@flocksafety.com) or through our in-app support feature. Additionally, keep an eye out for a series of communications that will provide further information and reminders as the deadline approaches.

We appreciate your prompt attention to this matter and your continued partnership with Flock Safety. Let's work together to ensure your agency's uninterrupted access to vital ALPR data and tools while staying compliant with Illinois state law. If you have any questions or concerns, please reach out to your CSM.

Best regards,

Flock Safety Customer Success

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Please Note: This communication is targeted at agencies that have not yet selected a compliance checkbox in the Flock Safety system. If you have already updated your compliance status, please disregard this message.



**Flock Safety**

1170 Howell Mill Rd NW, Suite 210  
Atlanta, Georgia 30318, United States

This email was sent to [scurran@cityhpil.com](mailto:scurran@cityhpil.com).

If you no longer wish to receive these emails you may [unsubscribe](#) at any time.

Copyright © Flock Safety. All rights reserved.

**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of [Flock Safety](#)  
**To:** [gcameron@cityhpil.com](mailto:gcameron@cityhpil.com)  
**Subject:** Camera Access Request from Hanover Park IL PD  
**Date:** Monday, December 4, 2023 9:36:05 AM

---

**[EXTERNAL EMAIL]**



The officers at the Hanover Park Police Department would like to connect to your cameras so we can more efficiently investigate crimes that have occurred in our area. We would also be happy to share access to our Flock Cameras in return once a request is made. If you have any questions, feel free to reach out to Deputy Chief Matt Riedel at [mrriedel@hpil.org](mailto:mrriedel@hpil.org).

---

Hanover Park IL PD has requested access to Highland Park IL PD's Flock Safety camera footage. In order for Hanover Park IL PD to view your footage, you must grant them access. To grant access, please follow these instructions:

1. Open the **Devices** tab in **Admin**
2. Click on the **Share** button on the upper right corner
3. In the Cameras to Share dropdown, select the network you would like to share
4. In the Share with dropdown, select Hanover Park IL PD
5. Click **Save** and repeat for other agencies as desired

As the owner of your footage, you can revoke this access at any time. If you have questions or need further assistance, please reply to this message or email [support@flocksafety.com](mailto:support@flocksafety.com). More information available in the **Flock Safety Help Center**.

Thank you and stay safe,  
The Flock Safety Team

[Problems or questions?](#)

support@flocksafety.com  +1 (866) 901-1781

**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of [Flock Safety](#)  
**To:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**Subject:** Camera Access Request from Hanover Park IL PD  
**Date:** Monday, December 4, 2023 9:36:20 AM

---

**[EXTERNAL EMAIL]**



The officers at the Hanover Park Police Department would like to connect to your cameras so we can more efficiently investigate crimes that have occurred in our area. We would also be happy to share access to our Flock Cameras in return once a request is made. If you have any questions, feel free to reach out to Deputy Chief Matt Riedel at [mrriedel@hpil.org](mailto:mrriedel@hpil.org).

---

Hanover Park IL PD has requested access to Highland Park IL PD's Flock Safety camera footage. In order for Hanover Park IL PD to view your footage, you must grant them access. To grant access, please follow these instructions:

1. Open the **Devices** tab in **Admin**
2. Click on the **Share** button on the upper right corner
3. In the Cameras to Share dropdown, select the network you would like to share
4. In the Share with dropdown, select Hanover Park IL PD
5. Click **Save** and repeat for other agencies as desired

As the owner of your footage, you can revoke this access at any time. If you have questions or need further assistance, please reply to this message or email [support@flocksafety.com](mailto:support@flocksafety.com). More information available in the **Flock Safety Help Center**.

Thank you and stay safe,  
The Flock Safety Team

[Problems or questions?](#)

support@flocksafety.com  +1 (866) 901-1781

**From:** [Dan Murdock](#)  
**To:** [Curran, Sean](#); [Mike Hutton](#)  
**Subject:** Re: 5 year contract  
**Date:** Monday, December 4, 2023 9:36:29 AM

---

**[EXTERNAL EMAIL]**

Sgt,

Good Morning, I wanted to circle back here and see if you got the signatures on the 5 year price lock.

If you need anything please let me know.

Regards,

On Mon, Nov 6, 2023 at 7:08 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

TY, working on signatures now.

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Friday, November 3, 2023 11:07 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Correct,

This document is keeping your terms and conditions that were agreed to as is. We are extending the current 22 Cameras you have for 5 years & providing Flock OS which basically facilitates all the sharing. But we do need the Village to sign the document.

Regards,

On Fri, Nov 3, 2023 at 10:59 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Are we able to extend the original contract or is your legal requiring this document gets signed for a 5 year extension?

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Friday, November 3, 2023 10:45 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

I'm sorry I thought this was over to you weeks ago.

On Fri, Nov 3, 2023 at 10:17 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Any word on the contract?

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Friday, October 6, 2023 2:28 PM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Sgt,

I wanted to provide a follow up here. I have meeting set up with Legal to review the current T/C on Tuesday. Our Finance department who also need to sign off on this

request did give us the green light.

Regards,

On Wed, Oct 4, 2023 at 4:40 PM Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)> wrote:

Sgt,

I do not have a response from our legal yet, but I will bump them for an update. I am not sure if you have met Hailey. She has stepped in for Will as the Project Manager here in IL.

Hailey,

Can you please put together one of those recap/update emails for Highland PArk.

Thanks in Advance,

On Wed, Oct 4, 2023 at 8:25 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Hi guys, I'm still awaiting an answer on the contract and status of IDOT permits for my city manager.

Also does Flock have a transparency portal or transparency statement for each department for the public?

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Thursday, September 28, 2023 11:42 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>  
**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Mike,

Highland Park is not adding any more Flock Hardware. Can they just extend the current Contract 5 years?

Regards,

On Thu, Sep 28, 2023 at 11:11 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan,

Can we just sign an extension of our original contract by which the parties agree to an extension of the length of the existing agreement?

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Wednesday, September 6, 2023 11:48 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>  
**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Sgt,

Here you go.

Regards,

On Wed, Sep 6, 2023 at 8:17 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan can you please send me the 5 year contract, I seen some of your emails were previously sent to my spam

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Tuesday, August 1, 2023 9:08 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

I will get it built. HP is just looking to lock in your current cameras, or are you interested in adding any more cameras at the \$2,500?

Also are you guys part of the Consolidation to the Rock? If so, there are talks about using Flock's Real Time Operation Center Software there.

- <https://flocksafety.showpad.com/share/wTYNNXHrj9gib47uitb6L> Here is some info. If you want to see a quick demo let me know.

Regards,

On Tue, Aug 1, 2023 at 7:37 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan,

Can you please send me the five year contract.

**Sean Curran**  
Investigations Sergeant

1707 St Johns Avenue  
Highland Park, Illinois 60035

847/926-1119

[scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
[cityhpil.com](http://cityhpil.com)

--

Dan Murdock

Phone: 312-415-3858



<https://www.flocksafety.com/>

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Dan Murdock

Phone: 312-415-3858



<https://www.flocksafety.com/>

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Dan Murdock

Phone: 312-415-3858



<https://www.flocksafety.com/>

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Dan Murdock

Phone: 312-415-3858



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Dan Murdock

Phone: 312-415-3858



<https://www.flocksafety.com/>

--

Dan Murdock  
Phone: 312-415-3858



<https://www.flocksafety.com/>

**From:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**To:** [dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)  
**Subject:** RE: 5 year contract  
**Date:** Monday, December 4, 2023 9:45:22 AM

---

With attorneys, I will get an update.

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Monday, December 4, 2023 9:36 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>  
**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Sgt,

Good Morning, I wanted to circle back here and see if you got the signatures on the 5 year price lock.

If you need anything please let me know.

Regards,

On Mon, Nov 6, 2023 at 7:08 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

TY, working on signatures now.

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Friday, November 3, 2023 11:07 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Correct,

This document is keeping your terms and conditions that were agreed to as is. We are extending the current 22 Cameras you have for 5 years & providing Flock OS which basically facilitates all the sharing. But we do need the Village to sign the document.

Regards,

On Fri, Nov 3, 2023 at 10:59 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Are we able to extend the original contract or is your legal requiring this document gets signed for a 5 year extension?

Sean

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Friday, November 3, 2023 10:45 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

I'm sorry I thought this was over to you weeks ago.

On Fri, Nov 3, 2023 at 10:17 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Any word on the contract?

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**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Friday, October 6, 2023 2:28 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Sgt,

I wanted to provide a follow up here. I have meeting set up with Legal to review the current T/C on Tuesday. Our Finance department who also need to sign off on this request did give us the green light.

Regards,

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Can you please put together one of those recap/update emails for Highland Park.

Thanks in Advance,

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**Subject:** Re: 5 year contract

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Mike,

Highland Park is not adding any more Flock Hardware. Can they just extend the current Contract 5 years?

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**Subject:** Re: 5 year contract

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Sean

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**Sent:** Tuesday, August 1, 2023 9:08 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

I will get it built. HP is just looking to lock in your current cameras, or are you interested in adding any more cameras at the \$2,500?

Also are you guys part of the Consolidation to the Rock? If so, there are talks about using Flock's Real Time Operation Center Software there.

- <https://flocksafety.showpad.com/share/wTYNNXHrj9ib47uitb6L> Here is some info. If you want to see a quick demo let me know.

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On Tue, Aug 1, 2023 at 7:37 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan,  
Can you please send me the five year contract.

**Sean Curran**  
Investigations Sergeant  
[1707 St Johns Avenue](http://1707StJohnsAvenue)  
[Highland Park, Illinois 60035](http://HighlandPark.Illinois.60035)

-  
[847/926-1119](http://847/926-1119)  
[scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
[cityhpil.com](http://cityhpil.com)

-  
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**Dan Murdock**  
[Phone: 312-415-3858](http://Phone: 312-415-3858)



<https://www.flocksafety.com/>

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Dan Murdock  
Phone: 312-415-3858



<https://www.flocksafety.com/>

**From:** [Dan Murdock](#)  
**To:** [Curran, Sean](#)  
**Subject:** Re: 5 year contract  
**Date:** Monday, December 4, 2023 9:57:24 AM

---

**[EXTERNAL EMAIL]**

Sounds good, just wanted to make sure you were not waiting on us for anything.

On Mon, Dec 4, 2023 at 9:45 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

With attorneys, I will get an update.

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Monday, December 4, 2023 9:36 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>  
**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Sgt,

Good Morning, I wanted to circle back here and see if you got the signatures on the 5 year price lock.

If you need anything please let me know.

Regards,

On Mon, Nov 6, 2023 at 7:08 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

1

TY, working on signatures now.

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Friday, November 3, 2023 11:07 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Correct,

This document is keeping your terms and conditions that were agreed to as is. We are extending the current 22 Cameras you have for 5 years & providing Flock OS which basically facilitates all the sharing. But we do need the Village to sign the document.

Regards,

On Fri, Nov 3, 2023 at 10:59 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Are we able to extend the original contract or is your legal requiring this document gets signed for a 5 year extension?

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Friday, November 3, 2023 10:45 AM  
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scurran@cityhpil.com  
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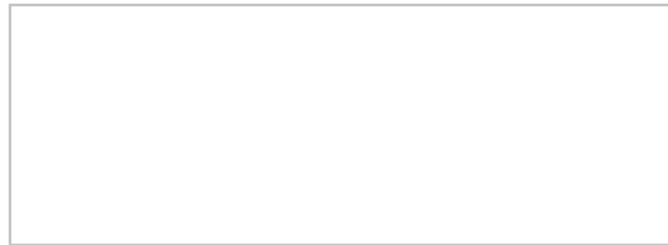


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<https://www.flocksafety.com/>

**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of [Flock Safety](#)  
**To:** [gcameron@cityhpl.com](mailto:gcameron@cityhpl.com)  
**Subject:** Camera Access Request from Niles IL PD  
**Date:** Monday, December 4, 2023 3:30:38 PM

---

**[EXTERNAL EMAIL]**



The Officers and Detectives of the Niles Police Department are requesting access to your Flock cameras. This access will assist our agency in solving crimes and keeping our community safe. We are also happy to share our cameras with your agency. If you have any questions, please email me at  [mdb@vniles.com](mailto: mdb@vniles.com). Thanks!

---

Niles IL PD has requested access to Highland Park IL PD's Flock Safety camera footage. In order for Niles IL PD to view your footage, you must grant them access. To grant access, please follow these instructions:

1. Open the **Devices** tab in **Admin**
2. Click on the **Share** button on the upper right corner
3. In the Cameras to Share dropdown, select the network you would like to share
4. In the Share with dropdown, select Niles IL PD
5. Click **Save** and repeat for other agencies as desired

As the owner of your footage, you can revoke this access at any time. If you have questions or need further assistance, please reply to this message or email [support@flocksafety.com](mailto:support@flocksafety.com). More information available in the **Flock Safety Help Center**.

Thank you and stay safe,  
The Flock Safety Team

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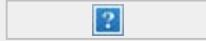
**Problems or questions?**

support@flocksafety.com  +1 (866) 901-1781

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**To:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**Subject:** Camera Access Request from Niles IL PD  
**Date:** Monday, December 4, 2023 3:30:39 PM

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The Flock Safety Team

---

**Problems or questions?**

support@flocksafety.com  +1 (866) 901-1781

**From:** [Flock Safety Daily Digest](#)  
**To:** [wbonaguidi@cityhpl.com](mailto:wbonaguidi@cityhpl.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Monday, December 4, 2023 8:47:43 PM

---

**[EXTERNAL EMAIL]**



Hi William Bonaguidi,

Below you will find a summary of upcoming activities related to your Flock Safety network.

Recent Activity			
Location Name	Status	Visit Type	Completed/Scheduled Date
#01 Deerfield From US 41 (WB)	Scheduled	Maintenance - Replace Equipment	12/7/2023
#07 - Clavey/41 - EB	Scheduled	Installation	12/7/2023
#18 Clavey@Green Bay EB	Scheduled	Installation	12/7/2023

**Status:**

**Scheduling:** We are actively scheduling the technician visit - be that for a pre-installation site survey or the installation. Be on the lookout for the dispatched appointment within the next week or two.

**Scheduled:** Barring unforeseen circumstances, the technician will be onsite for your site survey or installation on this date.

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**Visit Types:**

**Site Survey:** The technician will confirm that the locations previously agreed upon will work for the installation. The technician will place white flags at each location according to the plan you approved.

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**Maintenance:** Our systems have identified an issue with your camera and a technician will be onsite to resolve the issue.

Stay Safe,  
Your Flock Safety Team

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Have questions? Should somebody else be receiving this email instead of you? Email us at [support@flocksafety.com](mailto:support@flocksafety.com).



**From:** [Flock Safety Daily Digest](#)  
**To:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Monday, December 4, 2023 8:47:44 PM

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**[EXTERNAL EMAIL]**



Hi Sean Curran,

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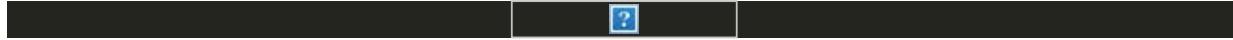


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**From:** [Flock Safety Daily Digest](#)  
**To:** [police@cityhpil.com](mailto:police@cityhpil.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Monday, December 4, 2023 8:47:44 PM

---

**[EXTERNAL EMAIL]**



Hi X-Lou Jogmen,

Below you will find a summary of upcoming activities related to your Flock Safety network.

Recent Activity			
Location Name	Status	Visit Type	Completed/Scheduled Date
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Stay Safe,  
Your Flock Safety Team

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**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of **Flock**  
**To:** [acumba@cityhpil.com](mailto:acumba@cityhpil.com)  
**Subject:** Account Reset Requested  
**Date:** Tuesday, December 5, 2023 8:46:43 AM

---

**[EXTERNAL EMAIL]**

Hello Andrew Cumba,

Your Flock password for account: [REDACTED] has been reset as per your request.

Please [click here](#) to reset your password.

This link will expire in 24 hours.

If you did not request this, please ignore this email.

Thanks,  
Flock

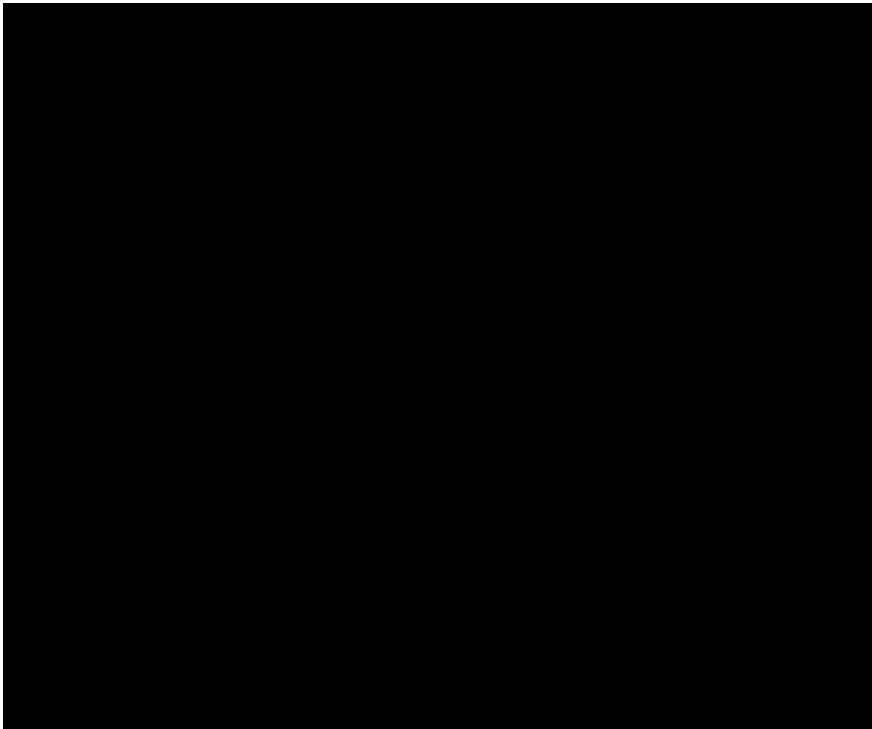
**From:** [hotlist=flocksafety.com@mail.flocksafety.com](mailto:hotlist=flocksafety.com@mail.flocksafety.com) on behalf of **Flock Hotlist Alerts**  
**To:** [mtolmie@cityhphil.com](mailto:mtolmie@cityhphil.com)  
**Subject:** HOTLIST ALERT: [REDACTED] #19 Clavey @ US 41 (WB)  
**Date:** Tuesday, December 5, 2023 9:06:05 AM

**[EXTERNAL EMAIL]**

**From:** [hotlist=flocksafety.com@mail.flocksafety.com](mailto:hotlist=flocksafety.com@mail.flocksafety.com) on behalf of [Flock\\_Hotlist\\_Alerts](mailto:Flock_Hotlist_Alerts)  
**To:** [mtolmie@cityhpl.com](mailto:mtolmie@cityhpl.com)  
**Subject:** HOTLIST ALERT: [REDACTED] 19 Clavey @ US 41 (WB)  
**Date:** Tuesday, December 5, 2023 10:41:47 AM

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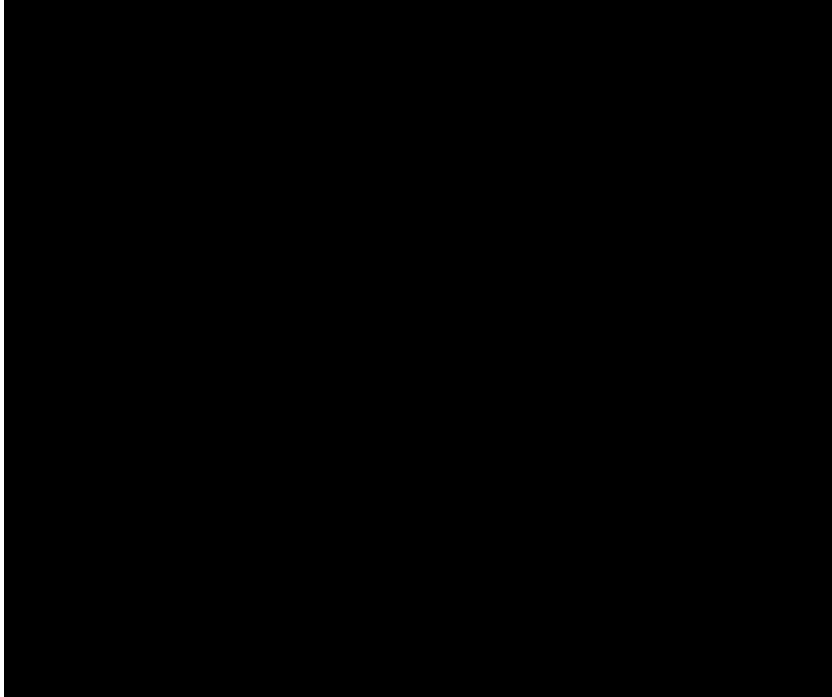
*[EXTERNAL EMAIL]*



**From:** [hotlist=flocksafety.com@mail.flocksafety.com](mailto:hotlist=flocksafety.com@mail.flocksafety.com) on behalf of [Flock\\_Hotlist\\_Alerts](mailto:Flock_Hotlist_Alerts)  
**To:** [mtolmie@cityhpl.com](mailto:mtolmie@cityhpl.com)  
**Subject:** HOTLIST ALERT: [REDACTED] 15 -Green Bay@Prairie SB  
**Date:** Tuesday, December 5, 2023 3:47:02 PM

---

*[EXTERNAL EMAIL]*



**From:** [Flock Safety Daily Digest](#)  
**To:** [police@cityhpil.com](mailto:police@cityhpil.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Tuesday, December 5, 2023 8:19:08 PM

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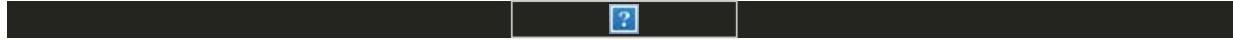
Have questions? Should somebody else be receiving this email instead of you? Email us at [support@flocksafety.com](mailto:support@flocksafety.com).



**From:** [Flock Safety Daily Digest](#)  
**To:** [wbonaguidi@cityhpl.com](mailto:wbonaguidi@cityhpl.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Tuesday, December 5, 2023 8:19:08 PM

---

**[EXTERNAL EMAIL]**



Hi William Bonaguidi,

Below you will find a summary of upcoming activities related to your Flock Safety network.

Recent Activity			
Location Name	Status	Visit Type	Completed/Scheduled Date
#01 Deerfield From US 41 (WB)	Scheduled	Maintenance - Replace Equipment	12/7/2023
#07 - Clavey/41 - EB	Scheduled	Installation	12/7/2023
#18 Clavey@Green Bay EB	Scheduled	Installation	12/7/2023

**Status:**

**Scheduling:** We are actively scheduling the technician visit - be that for a pre-installation site survey or the installation. Be on the lookout for the dispatched appointment within the next week or two.

**Scheduled:** Barring unforeseen circumstances, the technician will be onsite for your site survey or installation on this date.

**Completed:** The technician has completed the visit. Next step: the experts are in the process of confirming that your cameras are functioning properly (receiving adequate sunlight, connecting regularly to the cellular network, taking high-quality images, etc.). Once that part is complete, we will grant access to your camera footage.

**Visit Types:**

**Site Survey:** The technician will confirm that the locations previously agreed upon will work for the installation. The technician will place white flags at each location according to the plan you approved.

**Installation:** The technician will follow the plan based on the results of the site survey.

**Maintenance:** Our systems have identified an issue with your camera and a technician will be onsite to resolve the issue.

Stay Safe,  
Your Flock Safety Team

---

Have questions? Should somebody else be receiving this email instead of you? Email us at [support@flocksafety.com](mailto:support@flocksafety.com).



**From:** [Flock Safety Daily Digest](#)  
**To:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Tuesday, December 5, 2023 8:19:08 PM

---

**[EXTERNAL EMAIL]**



Hi Sean Curran,

Below you will find a summary of upcoming activities related to your Flock Safety network.

Recent Activity			
Location Name	Status	Visit Type	Completed/Scheduled Date
#01 Deerfield From US 41 (WB)	Scheduled	Maintenance - Replace Equipment	12/7/2023
#07 - Clavey/41 - EB	Scheduled	Installation	12/7/2023
#18 Clavey@Green Bay EB	Scheduled	Installation	12/7/2023

**Status:**

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Stay Safe,  
Your Flock Safety Team

---

Have questions? Should somebody else be receiving this email instead of you? Email us at [support@flocksafety.com](mailto:support@flocksafety.com).



**From:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**To:** [dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)  
**Subject:** RE: OPER 1051- Highland Park 305363  
**Date:** Wednesday, December 6, 2023 6:55:51 AM

---

Signed and mailed

Sean

---

**From:** Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)>  
**Sent:** Friday, December 1, 2023 9:27 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: OPER 1051- Highland Park 305363

**[EXTERNAL EMAIL]**

That is just how the form is filled out. There is not enough room to fill out each location, IDOT has instructed us on how to fill these out. The bond will cover all four locations

Thanks!

On Fri, Dec 1, 2023 at 10:25 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

OK location says Skokie Hwy, Half Day Rd

---

**From:** Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)>  
**Sent:** Friday, December 1, 2023 8:48 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Cc:** Hailey Spessard <[hailey.spessard@flocksafety.com](mailto:hailey.spessard@flocksafety.com)>; Bonaguidi, William <[WBonaguidi@cityhpil.com](mailto:WBonaguidi@cityhpil.com)>  
**Subject:** Re: OPER 1051- Highland Park 305363

**[EXTERNAL EMAIL]**

This is for all 4 locations

Thank you!

On Fri, Dec 1, 2023 at 9:45 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

So the attached is only for one location for Skokie Valley and Half Day Rd.

Do I need one for each location?

Sean

---

**From:** Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)>  
**Sent:** Thursday, November 30, 2023 2:31 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Cc:** Hailey Spessard <[hailey.spessard@flocksafety.com](mailto:hailey.spessard@flocksafety.com)>; Bonaguidi, William <[WBonaguidi@cityhpil.com](mailto:WBonaguidi@cityhpil.com)>  
**Subject:** Re: OPER 1051- Highland Park 305363

**[EXTERNAL EMAIL]**

Please see attached

Thanks!

On Thu, Nov 30, 2023 at 3:24 PM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Hi Danielle,

I just received approval from corporate counsel but I can no longer open the document to have it signed? I saved it to my desktop and it will not open, can you please resend it?

All signed documents must be signed by our City Manager Ghida S. Neukirch.

Sean

---

**From:** Hailey Spessard <[hailey.spessard@flocksafety.com](mailto:hailey.spessard@flocksafety.com)>

**Sent:** Monday, November 27, 2023 4:02 PM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Cc:** Bonaguidi, William <[WBonaguidi@cityhpil.com](mailto:WBonaguidi@cityhpil.com)>; Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)>

**Subject:** Re: OPER 1051- Highland Park 305363

**[EXTERNAL EMAIL]**

Looping in Sgt Curran.

Sgt Curran - Do you happen to know if these OPER 1051 documents have been signed and sent out by the PD?

Please let me know if you have any questions.

This is regarding Cams 3, 4, 11 & 20!

Thanks,

On Tue, Nov 21, 2023 at 2:21 PM Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)> wrote:

Good Afternoon,

Could you confirm that these have been sent out?

Thanks!

On Fri, Nov 3, 2023 at 8:53 AM Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)> wrote:

Good Morning,

I have compiled the OPER 1051(attached) for your review/signature.

[Here is a doc that explains the entire process](#), but I will spell your part out here as well.

- *Please print the attached document out Four (4) times and sign and date with pen under "Applicant Signature"*
- *Mail all 4 copies to our IDOT Approved Contractor to sign as well:*
  - *Cowan Electric*  
*ATTN: Dawn Cowan*  
*PO Box 5066*  
*Elgin, IL 60121*

Please let me know when you have signed and mailed to Cowan Electric so I can keep

track of the progress.

The additional steps for issuance include Bond Procurement(we will handle this) and then the final signature by IDOT.

From there we will be able to get you on the schedule for installation!

If you have any questions, please let me know!

--

**Danielle Mayberry**  
Permitting Manager I



[470-536-8103](tel:470-536-8103)



[flocksafety.com](http://flocksafety.com)



[ext 1029](tel:ext 1029)



App Banner Image



--

**Danielle Mayberry**  
Permitting Manager I



[470-536-8103](tel:470-536-8103)



[flocksafety.com](http://flocksafety.com)



[ext 1029](tel:ext 1029)



App Banner Image

photo



**Hailey Spessard**  
Project Manager - Core

 [flocksafety.com](http://flocksafety.com)

 Due to volume, please allow 2-3 business days for a response



App Banner Image



**Danielle Mayberry**  
Permitting Manager I

470-536-8103  [flocksafety.com](http://flocksafety.com)  ext 1029

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App Banner Image



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**Danielle Mayberry**  
Permitting Manager I

---

470-536-8103  [flocksafety.com](http://flocksafety.com)  ext 1029

---



App Banner Image



--

**Danielle Mayberry**

Permitting Manager I

---

[470-536-8103](tel:470-536-8103)  [flocksafety.com](http://flocksafety.com)  ext 1029

---



App Banner Image



**From:** [Flock Safety Daily Digest](#)  
**To:** [police@cityhpil.com](mailto:police@cityhpil.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Wednesday, December 6, 2023 8:06:56 PM

---

**[EXTERNAL EMAIL]**



Hi X-Lou Jogmen,

Below you will find a summary of upcoming activities related to your Flock Safety network.

Recent Activity			
Location Name	Status	Visit Type	Completed/Scheduled Date
#01 Deerfield From US 41 (WB)	Scheduled	Maintenance - Replace Equipment	12/7/2023
#07 - Clavey/41 - EB	Scheduled	Installation	12/7/2023
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**Status:**

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**Installation:** The technician will follow the plan based on the results of the site survey.

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Stay Safe,  
Your Flock Safety Team

---

Have questions? Should somebody else be receiving this email instead of you? Email us at [support@flocksafety.com](mailto:support@flocksafety.com).



**From:** [Flock Safety Daily Digest](#)  
**To:** [wbonaguidi@cityhpl.com](mailto:wbonaguidi@cityhpl.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Wednesday, December 6, 2023 8:06:57 PM

---

**[EXTERNAL EMAIL]**



Hi William Bonaguidi,

Below you will find a summary of upcoming activities related to your Flock Safety network.

Recent Activity			
Location Name	Status	Visit Type	Completed/Scheduled Date
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Your Flock Safety Team

---

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**From:** [Flock Safety Daily Digest](#)  
**To:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Wednesday, December 6, 2023 8:06:57 PM

---

**[EXTERNAL EMAIL]**



Hi Sean Curran,

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---

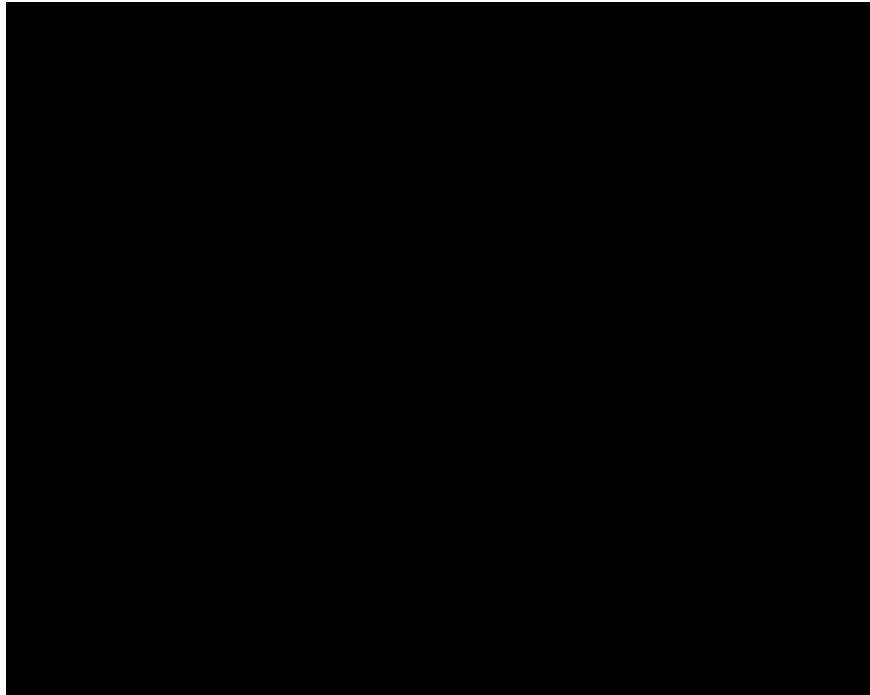
Have questions? Should somebody else be receiving this email instead of you? Email us at [support@flocksafety.com](mailto:support@flocksafety.com).



**From:** [hotlist=flocksafety.com@mail.flocksafety.com](mailto:hotlist=flocksafety.com@mail.flocksafety.com) on behalf of [Flock Hotlist Alerts](#)  
**To:** [mtolmie@cityhpil.com](mailto:mtolmie@cityhpil.com)  
**Subject:** HOTLIST ALERT: [REDACTED] #19 Clavey @ US 41 (WB)  
**Date:** Thursday, December 7, 2023 7:41:01 AM

---

*[EXTERNAL EMAIL]*



[Open in Browser](#)



**From:** [Flock Safety Daily Digest](#)  
**To:** [police@cityhpil.com](mailto:police@cityhpil.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Thursday, December 7, 2023 8:06:49 PM

---

**[EXTERNAL EMAIL]**



Hi X-Lou Jogmen,

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**To:** [wbonaguidi@cityhpl.com](mailto:wbonaguidi@cityhpl.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Thursday, December 7, 2023 8:06:49 PM

---

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Your Flock Safety Team

---

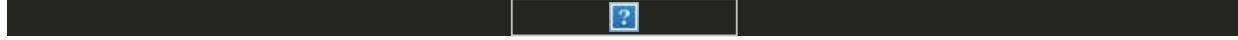
Have questions? Should somebody else be receiving this email instead of you? Email us at [support@flocksafety.com](mailto:support@flocksafety.com).



**From:** [Flock Safety Daily Digest](#)  
**To:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**Subject:** Upcoming Flock Activities - IL - Highland Park PD  
**Date:** Thursday, December 7, 2023 8:07:53 PM

---

**[EXTERNAL EMAIL]**



Hi Sean Curran,

Below you will find a summary of upcoming activities related to your Flock Safety network.

Recent Activity			
Location Name	Status	Visit Type	Completed/Scheduled Date
#01 Deerfield From US 41 (WB)	Completed	Maintenance - Replace Equipment	12/7/2023
#07 - Clavey/41 - EB	Completed	Installation	12/7/2023
#18 Clavey@Green Bay EB	Completed	Installation	12/7/2023

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Stay Safe,  
Your Flock Safety Team

---

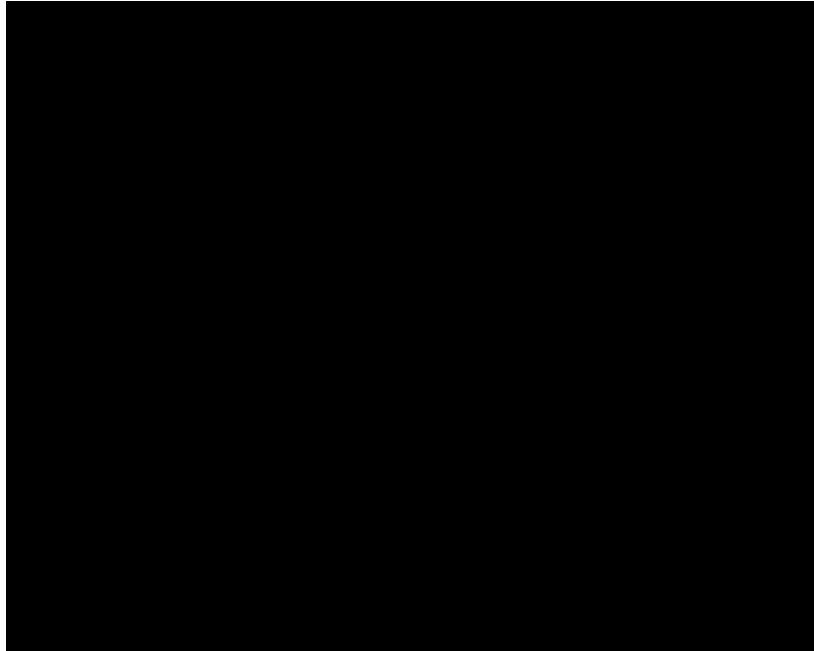
Have questions? Should somebody else be receiving this email instead of you? Email us at [support@flocksafety.com](mailto:support@flocksafety.com).



**From:** [hotlist=flocksafety.com@mail.flocksafety.com](mailto:hotlist=flocksafety.com@mail.flocksafety.com) on behalf of [Flock\\_Hotlist\\_Alerts](mailto:Flock_Hotlist_Alerts)  
**To:** [bbonev@cityhpl.com](mailto:bbonev@cityhpl.com)  
**Subject:** HOTLIST ALERT: [REDACTED] #09- Emerson @ Leland (EB)  
**Date:** Thursday, December 7, 2023 8:09:49 PM

---

*[EXTERNAL EMAIL]*



**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of **Flock**  
**To:** [acumba@cityhpil.com](mailto:acumba@cityhpil.com)  
**Subject:** Account Reset Requested  
**Date:** Friday, December 8, 2023 6:14:24 AM

---

**[EXTERNAL EMAIL]**

Hello Andrew Cumba,

Your Flock password for account: [REDACTED] has been reset as per your request.

Please [click here](#) to reset your password.

This link will expire in 24 hours.

If you did not request this, please ignore this email.

Thanks,  
Flock

**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of [Flock](#)  
**To:** [mdelk@cityhpil.com](mailto:mdelk@cityhpil.com)  
**Subject:** Account Reset Requested  
**Date:** Friday, December 8, 2023 8:04:34 AM

---

**[EXTERNAL EMAIL]**

Hello Michael Delk,

Your Flock password for account: [REDACTED] has been reset as per your request.

Please [click here](#) to reset your password.

This link will expire in 24 hours.

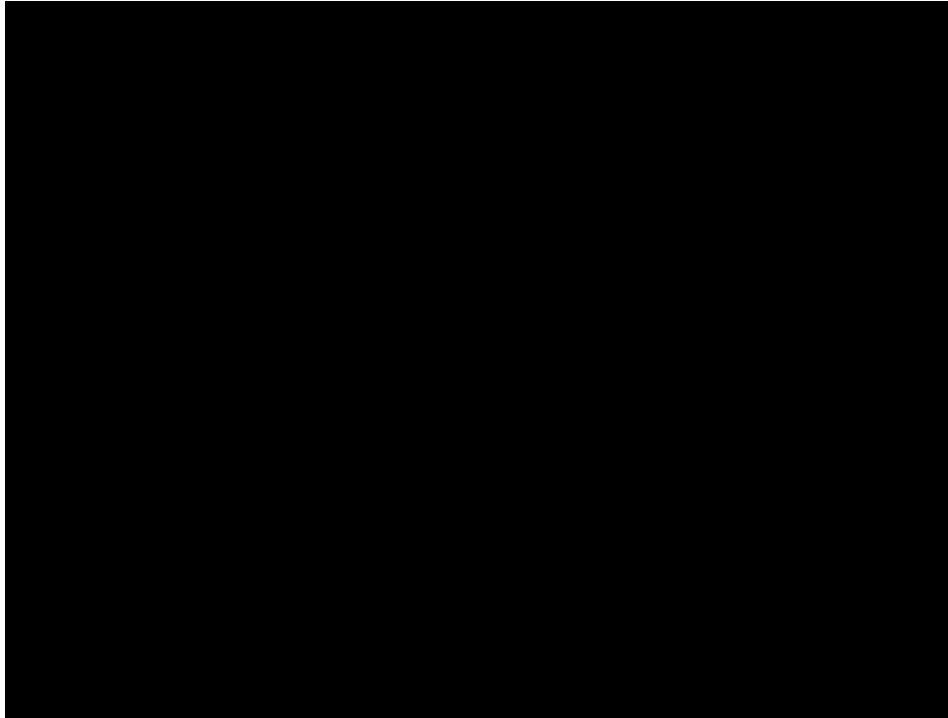
If you did not request this, please ignore this email.

Thanks,  
Flock

**From:** [hotlist=flocksafety.com@mail.flocksafety.com](mailto:hotlist=flocksafety.com@mail.flocksafety.com) on behalf of [Flock\\_Hotlist\\_Alerts](mailto:Flock_Hotlist_Alerts)  
**To:** [mtolmie@cityhpl.com](mailto:mtolmie@cityhpl.com)  
**Subject:** HOTLIST ALERT: [REDACTED] #14 - Old Elm/41 - (EB)  
**Date:** Friday, December 8, 2023 12:16:28 PM

---

*[EXTERNAL EMAIL]*



**From:** [hotlist=flocksafety.com@mail.flocksafety.com](mailto:hotlist=flocksafety.com@mail.flocksafety.com) on behalf of **Flock Hotlist Alerts**  
**To:** [mtolmie@cityhpil.com](mailto:mtolmie@cityhpil.com)  
**Subject:** HOTLIST ALERT: [REDACTED] #15 -Green Bay@Prairie SB  
**Date:** Friday, December 8, 2023 3:43:35 PM

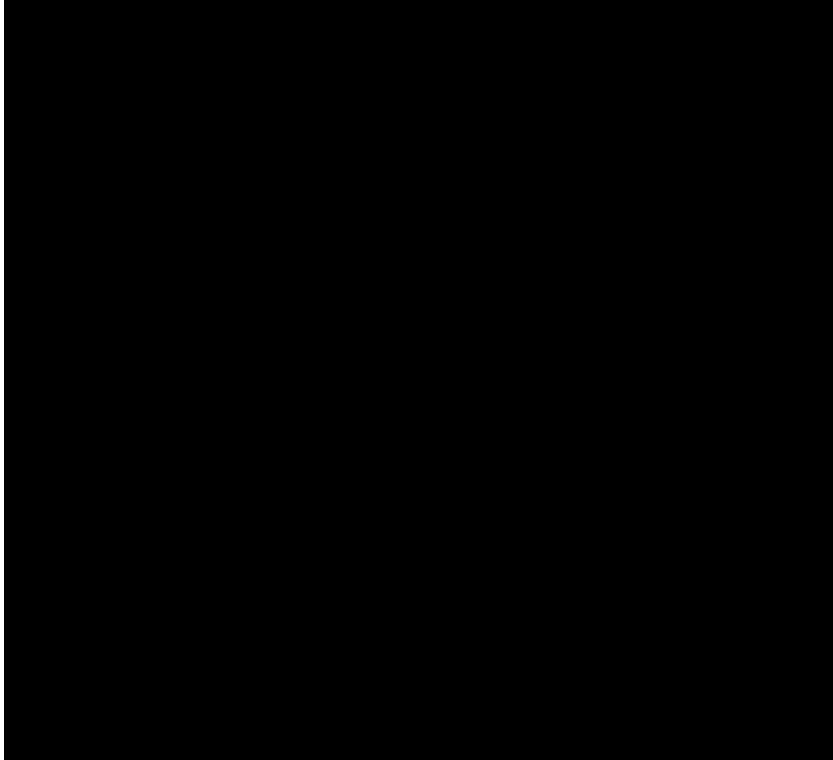
[EXTERNAL EMAIL]

A series of black redaction bars of varying lengths are arranged vertically. At the bottom, the word 'Browser' is written in blue, with a small blue square icon containing a question mark to its left. Below this, there is a white rectangular box with a blue border and a blue question mark icon inside.

**From:** [hotlist=flocksafety.com@mail.flocksafety.com](mailto:hotlist=flocksafety.com@mail.flocksafety.com) on behalf of [Flock\\_Hotlist\\_Alerts](mailto:Flock_Hotlist_Alerts)  
**To:** [mtolmie@cityhpl.com](mailto:mtolmie@cityhpl.com)  
**Subject:** HOTLIST ALERT: IL - [REDACTED] #14 - Old Elm/41 - (EB)  
**Date:** Sunday, December 10, 2023 2:39:33 PM

---

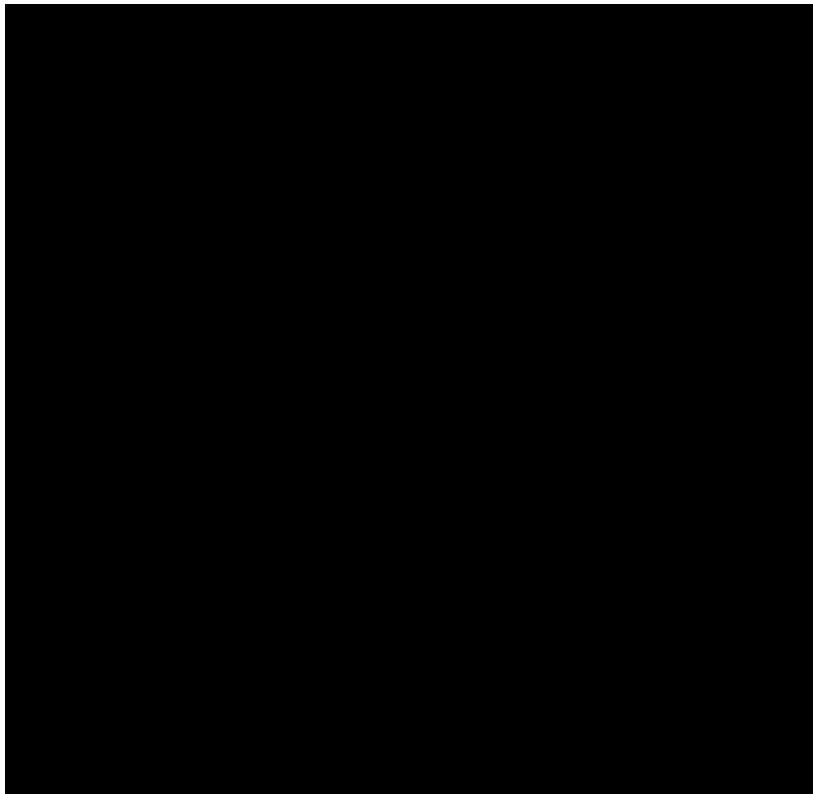
*[EXTERNAL EMAIL]*



**From:** [hotlist=flocksafety.com@mail.flocksafety.com](mailto:hotlist=flocksafety.com@mail.flocksafety.com) on behalf of [Flock\\_Hotlist\\_Alerts](mailto:Flock_Hotlist_Alerts)  
**To:** [mtolmie@cityhpl.com](mailto:mtolmie@cityhpl.com)  
**Subject:** HOTLIST ALERT: [REDACTED] #19 Clavey @ US 41 (WB)  
**Date:** Monday, December 11, 2023 10:57:02 AM

---

*[EXTERNAL EMAIL]*



**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of [Flock Safety](#)  
**To:** [gcameron@cityhpl.com](mailto:gcameron@cityhpl.com)  
**Subject:** Camera Access Request from Bellwood IL PD  
**Date:** Monday, December 11, 2023 11:04:53 AM

**[EXTERNAL EMAIL]**



The officers at the Bellwood PD would like to access your Flock Camera Footage.

Bellwood IL PD has requested access to Highland Park IL PD's Flock Safety camera footage. In order for Bellwood IL PD to view your footage, you must grant them access. To grant access, please follow these instructions:

1. Open the **Devices** tab in **Admin**
2. Click on the **Share** button on the upper right corner
3. In the Cameras to Share dropdown, select the network you would like to share
4. In the Share with dropdown, select Bellwood IL PD
5. Click **Save** and repeat for other agencies as desired

As the owner of your footage, you can revoke this access at any time. If you have questions or need further assistance, please reply to this message or email [support@flocksafety.com](mailto:support@flocksafety.com). More information available in the **Flock Safety Help Center**.

Thank you and stay safe,  
The Flock Safety Team

**Problems or questions?**

[support@flocksafety.com](mailto:support@flocksafety.com)    +1 (866) 901-1781

**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of [Flock Safety](#)  
**To:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**Subject:** Camera Access Request from Bellwood IL PD  
**Date:** Monday, December 11, 2023 11:04:56 AM

**[EXTERNAL EMAIL]**



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Thank you and stay safe,  
The Flock Safety Team

**Problems or questions?**

[support@flocksafety.com](mailto:support@flocksafety.com)    +1 (866) 901-1781

**From:** [Dan Murdock](#)  
**To:** [Curran, Sean](#)  
**Subject:** Re: 5 year contract  
**Date:** Monday, December 11, 2023 2:18:41 PM

---

**[EXTERNAL EMAIL]**

Sgt,

Did you get any response from the attorney?

Regards,

On Mon, Dec 4, 2023 at 9:45 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

With attorneys, I will get an update.

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Monday, December 4, 2023 9:36 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>  
**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Sgt,

Good Morning, I wanted to circle back here and see if you got the signatures on the 5 year price lock.

If you need anything please let me know.

Regards,

On Mon, Nov 6, 2023 at 7:08 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

TY, working on signatures now.

---

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**Sent:** Friday, November 3, 2023 11:07 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Correct,

This document is keeping your terms and conditions that were agreed to as is. We are extending the current 22 Cameras you have for 5 years & providing Flock OS which basically facilitates all the sharing. But we do need the Village to sign the document.

Regards,

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Are we able to extend the original contract or is your legal requiring this document gets signed for a 5 year extension?

Sean

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Any word on the contract?

---

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**Sent:** Friday, October 6, 2023 2:28 PM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Sgt,

I wanted to provide a follow up here. I have meeting set up with Legal to review the current T/C on Tuesday. Our Finance department who also need to sign off on this request did give us the green light.

Regards,

On Wed, Oct 4, 2023 at 4:40 PM Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)> wrote:

Sgt,

I do not have a response from our legal yet, but I will bump them for an update. I am not sure if you have met Hailey. She has stepped in for Will as the Project Manager here in IL.

Hailey,

Can you please put together one of those recap/update emails for Highland Park.

Thanks in Advance,

On Wed, Oct 4, 2023 at 8:25 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Hi guys, I'm still awaiting an answer on the contract and status of IDOT permits for my city manager.

Also does Flock have a transparency portal or transparency statement for each department for the public?

Sean

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**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

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**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>

**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Mike,

Highland Park is not adding any more Flock Hardware. Can they just extend the current Contract 5 years?

Regards,

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Dan,

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Sean

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**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Sgt,

Here you go.

Regards,

On Wed, Sep 6, 2023 at 8:17 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan can you please send me the 5 year contract, I seen some of your emails were previously sent to my spam

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Tuesday, August 1, 2023 9:08 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

I will get it built. HP is just looking to lock in your current cameras, or are you interested in adding any more cameras at the \$2,500?

Also are you guys part of the Consolidation to the Rock? If so, there are talks about using Flock's Real Time Operation Center Software there.

- <https://flocksafety.showpad.com/share/wTYNNXHrj9gib47uitb6L> Here is some info. If you want to see a quick demo let me know.

Regards,

On Tue, Aug 1, 2023 at 7:37 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

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Can you please send me the five year contract.

**Sean Curran**  
Investigations Sergeant

[1707 St Johns Avenue](https://1707stjohnsavenue.com)

Highland Park, Illinois 60035

847/926-1119

scurran@cityhpil.com  
cityhpil.com

--

Dan Murdock

Phone: 312-415-3858



<https://www.flocksafety.com/>

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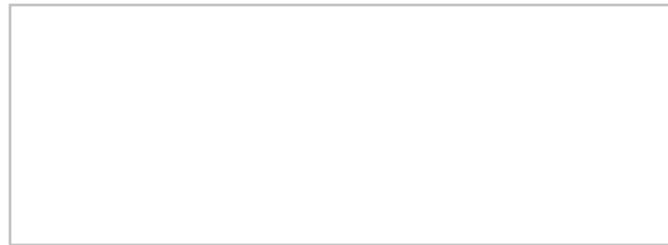


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**From:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**To:** [dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)  
**Cc:** [WBonaguidi@cityhpil.com](mailto:WBonaguidi@cityhpil.com)  
**Subject:** FW: 5 year contract  
**Date:** Tuesday, December 12, 2023 6:15:45 AM  
**Attachments:** [image001.png](#)  
[Village - Agreement with Flock - IL - Highland Park PD -Flock 5Year.pdf](#)

---

Dan,

Can you have your legal team review the attached redlined contract.

Sean

---

**From:** Hart M. Passman <Hart.Passman@ElrodFriedman.com>  
**Sent:** Monday, December 11, 2023 5:17 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Cc:** Benjamin L. Schuster <[Benjamin.Schuster@ElrodFriedman.com](mailto:Benjamin.Schuster@ElrodFriedman.com)>  
**Subject:** RE: 5 year contract

**[EXTERNAL EMAIL]**

Sean – this is a little different from what Flock is offering other nearby communities. See attached for a redline showing the differences. We suggest asking Flock to revise the agreement to align with what it's offered others (as shown in the redline).

Thanks,  
Hart

## Hart M. Passman

**Office:** 312.528.5193 | **Mobile:** 773.320.2589  
[Download Vcard](#) | [View Biography](#) | [Connect on LinkedIn](#)

**Elrod  
Friedman LLP**

325 North LaSalle Street, Suite 450, Chicago, IL 60654  
[www.elrodfriedman.com](http://www.elrodfriedman.com) | [News & Insights](#)

---

**From:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Sent:** Monday, December 11, 2023 2:32 PM  
**To:** Hart M. Passman <[Hart.Passman@ElrodFriedman.com](mailto:Hart.Passman@ElrodFriedman.com)>  
**Subject:** FW: 5 year contract

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Monday, December 11, 2023 2:18 PM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Subject:** Re: 5 year contract

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Regards,

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Investigations Sergeant

1707 St Johns Avenue

Highland Park, Illinois 60035

- 847/926-1119

[scurran@cityhpil.com](mailto:scurran@cityhpil.com)

[cityhpil.com](http://cityhpil.com)

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[Dan Murdock](mailto:Dan.Murdock@flocksafety.com)

[Phone: 312-415-3858](tel:312-415-3858)

[https://link.edgepilot.com/s/c0c57342/k\\_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

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[https://link.edgepilot.com/s/c0c57342/k\\_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

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[https://link.edgepilot.com/s/c0c57342/k\\_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

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u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

## Flock Safety + H - Highland Park PD

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

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MAIN CONTACT:  
Mike Hutton  
michael.hutton@flocksafety.com  
8476090201



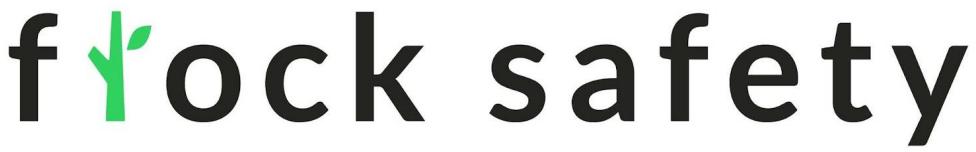


EXHIBIT A  
ORDER FORM

<u>Customer:</u>	<u>IL - Highland Park PD</u>	<u>Initial Term:</u>	<u>60 Months</u>
<u>Legal Entity Name:</u>	<u>IL - Highland Park PD</u>	<u>Renewal Term:</u>	<u>24 Months</u>
<u>Accounts Payable Email:</u>	<u>wbonaguidi@cityhpil.com</u>	<u>Payment Terms:</u>	<u>Net 30</u>
<u>Address:</u>	<u>1677 Old Deerfield Rd Highland Park, Illinois 60035</u>	<u>Billing Frequency:</u>	<u>Annual Plan - First Year Invoiced at Signing.</u>
		<u>Retention Period:</u>	<u>30 Days</u>

Hardware and Software Products

Annual recurring amounts over subscription term

<u>Item</u>	<u>Cost</u>	<u>Quantity</u>	<u>Total</u>
<u>Flock Safety Platform</u>			<u>\$57,500.00</u>
<u>Flock Safety Flock OS</u>			
<u>FlockOS™</u>	<u>Included</u>	<u>1</u>	<u>Included</u>
<u>Flock Safety LPR Products</u>			
<u>Flock Safety Falcon®</u>	<u>Included</u>	<u>22</u>	<u>Included</u>
<u>Flock Safety FlockOS Add Ons</u>			
<u>Flock Safety Advanced Search</u>	<u>\$2,500.00</u>	<u>1</u>	<u>\$2,500.00</u>

Professional Services and One Time Purchases

<u>Item</u>	<u>Cost</u>	<u>Quantity</u>	<u>Total</u>
<u>One Time Fees</u>			
			<u>Subtotal Year 1:</u> <u>\$57,500.00</u>
			<u>Annual Recurring Subtotal:</u> <u>\$57,500.00</u>
			<u>Discounts:</u> <u>\$60,000.00</u>
			<u>Estimated Tax:</u> <u>\$0.00</u>
			<u>Contract Total:</u> <u>\$287,500.00</u>

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.

In the event that Customer chooses to terminate this Agreement prior to the end of the Term, Customer understands that: 1) they shall not receive any refunds on payments already made towards the then-current Term, and 2) they shall owe any outstanding payments for the then-current Term.

## Billing Schedule

<u>Billing Schedule</u>	<u>Amount (USD)</u>
<u>Year 1</u>	
<u>At Contract Signing</u>	<u>\$57,500.00</u>
<u>Annual Recurring after Year 1</u>	<u>\$57,500.00</u>
<u>Contract Total</u>	<u>\$287,500.00</u>

\*Tax not included

## Discounts

<u>Discounts Applied</u>	<u>Amount (USD)</u>
<u>Flock Safety Platform</u>	<u>\$55,000.00</u>
<u>Flock Safety Add-ons</u>	<u>\$5,000.00</u>
<u>Flock Safety Professional Services</u>	<u>\$0.00</u>

## Product and Services Description

<u>Flock Safety Platform Items</u>	<u>Product Description</u>	<u>Terms</u>
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.

<u>One-Time Fees</u>	<u>Service Description</u>
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.

## FlockOS Features & Description

### Package: Essentials

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

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

<b>FLOCK GROUP, INC.</b>	<b>Customer: IL - Highland Park PD</b>
<u>By:</u> <u>\FSSignature2\</u>	<u>By:</u> <u>\FSSignature1\</u>
<u>Name:</u> <u>\FSFullname2\</u>	<u>Name:</u> <u>\FSFullname1\</u>
<u>Title:</u> <u>\FSTitle2\</u>	<u>Title:</u> <u>\FSTitle1\</u>
<u>Date:</u> <u>\FSDateSigned2\</u>	<u>Date:</u> <u>\FSDateSigned1\</u>
<u>PO Number:</u> _____	



flock safety

#### GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the Illinois home rule municipality identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

#### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock- provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners<sup>2</sup> associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service 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 by police departments, missing person situations, public emergencies, law enforcement purposes, and archiving for evidence gathering (collectively, "Permitted Purpose").

#### **AGREEMENT**

**NOW, THEREFORE**, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, 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.

#### **4.1. DEFINITIONS**

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

**4.1.1.1 "Advanced Search"** means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

**4.1.1.2 "Agency Data"** means the data, media and content captured by Flock or Flock serviced cameras, and transferred to Agency through the Services upon request.

**4.1.1.3 "Agency Generated Data"** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

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

**4.1.1.5 "Aggregated Data"**<sup>3</sup> means information that relates to a group or category of individuals, from which any potential individuals<sup>4</sup> personal

identifying information has been permanently ~~“anonymized”~~ by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

**1.6 *Authorized End User(s)*** means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

**1.7 *Deployment Plan*** means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

**1.8 *Documentation*** means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

**1.9 *Embedded Software*** means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

**1.10 *Falcon Flex*** means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

**1.11 *Flock Hardware*** means the Flock cameras or device, 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.

**1.12 *Flock IP*** means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

**1.13 *Flock Safety Falcon™*** means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

**1.14 *Flock Safety Raven™*** means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

**1.15 *Flock Safety Sparrow™*** means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

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

**1.17 *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.

**1.18 *Implementation Fee(s)*** means the monetary fees associated with the Installation Services, as defined in Section 1.191.20 below.

**1.19 *Installation Services*** means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

**1.20-1.21 “Non-Agency End User(s)”** means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

**1.21-1.22 “Services” or “Flock Services”** means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

**1.22-1.23 “Support Services”** means Monitoring Services, as defined in Section 2.10 below.

**1.23-1.24 “Usage Fee”** means the subscription fees to be paid by the Agency for ongoing access to Services.

**1.24-1.25 “Web Interface”** means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

**1.25-1.26 “Wing Suite”** means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

**1.26-1.27 “Wing Livestream”** means real-time video integration with third-party cameras via the Flock interface.

**1.27-1.28 “Wing LPR”** means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

**1.28-1.29 “Wing Replay”** means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

**1.29-1.30 “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.

## **2-2. SERVICES AND SUPPORT**

**2.1-2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End

Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all negligent acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services 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 Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

**2.2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

**2.3.2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

**2.4.2.4 Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

**2.5.2.5 Usage Restrictions.**

**2.5.1 2.5.1 Flock IP.** ~~The~~ Agency may use Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP for the Permitted Purpose. Agency will not, and will not permit any Authorized End Users to, (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 any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP 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, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

**2.5.2** **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.6.2.6** **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

**2.7.2.7** **Suspension.**

**2.7.1** **2.7.1** **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency'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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; or (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; ~~or (e) any unauthorized access to Flock Services through Agency's account ("Service Suspension"). Flock will restore Flock Services within a commercially reasonable time frame once it determines that the Service Suspension was not caused by the direct actions of Agency.~~ Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. ~~To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, 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.~~

**2.7.2** **2.7.2** **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency 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 Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service 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 Agency or any Authorized End User may incur as a result of a Service Interruption. ~~Flock will restore Flock Services within a commercially reasonable time frame once it determines that the Service Interruption was not caused by the direct actions of Agency~~ To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

### **2.8.2.8 Installation Services.**

**2.8.1 2.8.1 Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("Designated Location") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations.

Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to ~~at the Designated Locations or~~ delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary.

After installation, any subsequent changes to the Deployment Plan ("Reinstalls") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

**2.8.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations on Agency-owned property at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power.

Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires

Flock to pay. Agency 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 tests in connection with such installation.

**2.8.3** **2.8.3 Flock's Obligations.** Installation of Flock Hardware shall be installed and maintained in a workmanlike manner, free from any liens, and using new Flock Hardware, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Flock shall repair any damage that it causes during installation. Flock shall maintain all Flock Hardware in a first rate condition and in a manner that it can perform for its intended purpose during the Term. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

**2.8.4** **2.8.4 Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed within ~~a commercially reasonable time period, not to exceed six~~four weeks after the natural expiration or termination of this Agreement at no additional cost to Agency. ~~Flock Hardware shall be deactivated upon the natural expiration or termination of this Agreement.~~

Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion,

provided that it first ~~provides~~provide Agency 30 days' notice to cure such default. 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 Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.9-2.9 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain 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 in the area affected until such materials are removed or rendered harmless.

**2.10-2.10 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com), at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

**2.11-2.11 Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("Special Terms"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.12-2.12 Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) 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 materially change any terms or conditions within this Agreement.

### **3.3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1.3.1 Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2.3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services 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 video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services that are in violation of the foregoing.

### **4.4. CONFIDENTIALITY; AGENCY DATA**

**4.1.4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the 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 will a Party apply less than reasonable precautions to protect such Proprietary Information, 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 unless disclosure of such Proprietary Information is required by law. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. 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. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

**4.2.4.2 Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. Flock agrees that it may use the Footage generated from Flock Hardware within the boundaries of the Agency that is not Agency Data only: (i) to provide the Flock Services to Agency, including without limitation the

Support Services set forth in Section 2.10 above; (ii) as part of the Aggregated Data; (iii) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only; and (iv) ~~and obtain~~ Aggregate Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own Agency Data. Flock may not sell any Agency Data or Footage generated from Flock Hardware within the boundaries of the Agency.

**4.3.4.3 Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, 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 Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and ~~may~~ shall not sell Agency Generated Data.

**4.4.4.4 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.5.4.5 Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock shall~~may~~ not sell Aggregated Data.

~~4.6 No Facial Recognition.~~ Flock represents and warrants that it will not engage in any facial recognition using ~~Agency Data or Agency Generated Data~~ regardless of whether the ~~Agency Data or Agency Generated Data~~ is converted to ~~Aggregated Data~~.

## **5.5. PAYMENT OF FEES**

**5.1.1 Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30<sup>th</sup> day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30<sup>th</sup> day from the date of renewal invoice.

**5.1.2 Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30<sup>th</sup> day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30<sup>th</sup> day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

**5.2. Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

**5.3. Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

## **6.6. TERM AND TERMINATION**

**6.1.6.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (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.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

**6.2-6.2 Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

**6.3-6.3 Termination.** Notwithstanding the termination provisions in Section 2.5.2, 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. Either Party may terminate this Agreement, without notice, (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. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**6.4-6.4 No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("No-Fee Term"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention

policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

**6.5-6.5 Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

## **7. REMEDY; WARRANTY AND DISCLAIMER**

**7.1-7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at ~~the lower of (i)~~ a fee according to the then-current Reinstall policy

~~(<https://www.flocksafety.com/reinstall-fee-schedule>) or (ii) \$750.00~~<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

**7.2-7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

**7.3-7.3 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.

**7.4-7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. 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 OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**7.5-7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

**7.6-7.6 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, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

## **8.8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1-8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), 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 ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY 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 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6. THIS LIMITATION OF LIABILITY SHALL NOT

APPLY TO: (I) ANY BREACH OF THIS AGREEMENT BY FLOCK; OR (II) THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF FLOCK.

**8.2.8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3.8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees and breach of this Agreement.

## **9.9 MISCELLANEOUS**

**9.1 Compliance With Laws.** Both Parties agree to 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). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

**9.2 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.

**9.3 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.

**9.4 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy

(<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, 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 Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. 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.

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

**9.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue for any claims between the Parties shall be in the courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**9.7 Publicity.** ~~Upon prior consent from Agency, Flock has the right to~~ shall not reference ~~and~~ or use Agency's name and trademarks ~~and, or~~ disclose the nature of the Services provided hereunder in each case in business and development

and marketing efforts, including without limitation on Flock's website, without the prior written permission of Agency.

9.8 **Export.** Agency 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 agency 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.

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

9.10 **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.

9.11 **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)

AGENCY NOTICES ADDRESS:

=====

[ADDRESS: 1677 Old Deerfield Road, Highland Park, IL 60035yNoticeAddress1/](mailto:1677OldDeerfieldRoadHighlandParkIL60035yNoticeAddress1/)

ATTN: [Sean Curran](mailto:SeanCurran)  
EMAIL: [scurran@cityhpil.comcyNoticeEmail1/](mailto:scurran@cityhpil.comcyNoticeEmail1/)

Document comparison by Workshare 10.0 on Monday, December 11, 2023  
3:05:58 PM

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Rendering set	standard

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Split/Merged cell	Light yellow
Padding cell	Light grey

<b>Statistics:</b>	
	Count
Insertions	275
Deletions	126
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	401



**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of [Flock Safety](#)  
**To:** [gcameron@cityhpl.com](mailto:gcameron@cityhpl.com)  
**Subject:** Camera Access Request from Park Ridge IL PD  
**Date:** Tuesday, December 12, 2023 9:17:09 AM

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**[EXTERNAL EMAIL]**



Park Ridge Police Department would like to have access to your flock cameras. We will also accept your request if interested.

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Park Ridge IL PD has requested access to Highland Park IL PD's Flock Safety camera footage. In order for Park Ridge IL PD to view your footage, you must grant them access. To grant access, please follow these instructions:

1. Open the **Devices** tab in **Admin**
2. Click on the **Share** button on the upper right corner
3. In the Cameras to Share dropdown, select the network you would like to share
4. In the Share with dropdown, select Park Ridge IL PD
5. Click **Save** and repeat for other agencies as desired

As the owner of your footage, you can revoke this access at any time. If you have questions or need further assistance, please reply to this message or email [support@flocksafety.com](mailto:support@flocksafety.com). More information available in the **Flock Safety Help Center**.

Thank you and stay safe,  
The Flock Safety Team

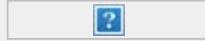
**Problems or questions?**

[support@flocksafety.com](mailto:support@flocksafety.com)    +1 (866) 901-1781

**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of [Flock Safety](#)  
**To:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**Subject:** Camera Access Request from Park Ridge IL PD  
**Date:** Tuesday, December 12, 2023 9:32:30 AM

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**[EXTERNAL EMAIL]**



Park Ridge Police Department would like to have access to your flock cameras. We will also accept your request if interested.

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Park Ridge IL PD has requested access to Highland Park IL PD's Flock Safety camera footage. In order for Park Ridge IL PD to view your footage, you must grant them access. To grant access, please follow these instructions:

1. Open the **Devices** tab in **Admin**
2. Click on the **Share** button on the upper right corner
3. In the Cameras to Share dropdown, select the network you would like to share
4. In the Share with dropdown, select Park Ridge IL PD
5. Click **Save** and repeat for other agencies as desired

As the owner of your footage, you can revoke this access at any time. If you have questions or need further assistance, please reply to this message or email [support@flocksafety.com](mailto:support@flocksafety.com). More information available in the **Flock Safety Help Center**.

Thank you and stay safe,  
The Flock Safety Team

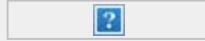
**Problems or questions?**

[support@flocksafety.com](mailto:support@flocksafety.com)    +1 (866) 901-1781

**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of [Flock Safety](#)  
**To:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**Subject:** Camera Access Request from Norfolk Southern RR IL PD  
**Date:** Tuesday, December 12, 2023 10:58:12 AM

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**[EXTERNAL EMAIL]**



The officers at Norfolk Southern Railway PD (Chicago) would access to your cameras to help assist in ongoing criminal investigations. I can be reached at [michael.durkin@nscorp.com](mailto:michael.durkin@nscorp.com) with any questions. Thanks in advance!

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Norfolk Southern RR IL PD has requested access to Highland Park IL PD's Flock Safety camera footage. In order for Norfolk Southern RR IL PD to view your footage, you must grant them access. To grant access, please follow these instructions:

1. Open the **Devices** tab in **Admin**
2. Click on the **Share** button on the upper right corner
3. In the Cameras to Share dropdown, select the network you would like to share
4. In the Share with dropdown, select Norfolk Southern RR IL PD
5. Click **Save** and repeat for other agencies as desired

As the owner of your footage, you can revoke this access at any time. If you have questions or need further assistance, please reply to this message or email [support@flocksafety.com](mailto:support@flocksafety.com). More information available in the [Flock Safety Help Center](#).

Thank you and stay safe,  
The Flock Safety Team

**Problems or questions?**

[support@flocksafety.com](mailto:support@flocksafety.com)    +1 (866) 901-1781



**From:** [hello=flocksafety.com@mail.flocksafety.com](mailto:hello=flocksafety.com@mail.flocksafety.com) on behalf of [Flock Safety](#)  
**To:** [gcameron@cityhpl.com](mailto:gcameron@cityhpl.com)  
**Subject:** Camera Access Request from Norfolk Southern RR IL PD  
**Date:** Tuesday, December 12, 2023 10:58:15 AM

---

**[EXTERNAL EMAIL]**



The officers at Norfolk Southern Railway PD (Chicago) would access to your cameras to help assist in ongoing criminal investigations. I can be reached at [michael.durkin@nscorp.com](mailto:michael.durkin@nscorp.com) with any questions. Thanks in advance!

---

Norfolk Southern RR IL PD has requested access to Highland Park IL PD's Flock Safety camera footage. In order for Norfolk Southern RR IL PD to view your footage, you must grant them access. To grant access, please follow these instructions:

1. Open the **Devices** tab in **Admin**
2. Click on the **Share** button on the upper right corner
3. In the Cameras to Share dropdown, select the network you would like to share
4. In the Share with dropdown, select Norfolk Southern RR IL PD
5. Click **Save** and repeat for other agencies as desired

As the owner of your footage, you can revoke this access at any time. If you have questions or need further assistance, please reply to this message or email [support@flocksafety.com](mailto:support@flocksafety.com). More information available in the [Flock Safety Help Center](#).

Thank you and stay safe,  
The Flock Safety Team

**Problems or questions?**

[support@flocksafety.com](mailto:support@flocksafety.com)    +1 (866) 901-1781



**From:** [Dan Murdock](#)  
**To:** [Curran, Sean](#)  
**Cc:** [Bonaguidi, William](#)  
**Subject:** Re: FW: 5 year contract  
**Date:** Tuesday, December 12, 2023 1:04:59 PM  
**Attachments:** [image001.png](#)

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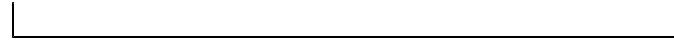
847/926-1119

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cityhpil.com

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Dan Murdock

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[REDACTED]

[https://link.edgepilot.com/s/c0c57342/k\\_Wx-9YSd0ijIvIWhz26zA?  
u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

--  
Dan Murdock

Phone: 312-415-3858

[REDACTED]

[https://link.edgepilot.com/s/c0c57342/k\\_Wx-9YSd0ijIvIWhz26zA?  
u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

--  
Dan Murdock

Phone: 312-415-3858

[REDACTED]

[https://link.edgepilot.com/s/c0c57342/k\\_Wx-9YSd0ijIvIWhz26zA?  
u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

--

Dan Murdock

Phone: 312-415-3858



<https://www.flocksafety.com/>

**From:** [Dan Murdock](#)  
**To:** [Curran, Sean](#)  
**Subject:** Re: FW: 5 year contract  
**Date:** Tuesday, December 12, 2023 2:44:41 PM  
**Attachments:** [image001.png](#)

---

**[EXTERNAL EMAIL]**

Sgt,

I need this in a word document not a PDF. The word document allows for the tracking of changes.

On Tue, Dec 12, 2023 at 1:04 PM Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)> wrote:  
Sgt,

I am sending it along now, but some of these are unlikely to be approved. I'm looking at 2.7.1 and 2.7.2. Why is this a sticking point? If there is illegal activity on an account we can't just leave it open.

Regards,

On Tue, Dec 12, 2023 at 6:15 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan,

Can you have your legal team review the attached redlined contract.

Sean

---

**From:** Hart M. Passman <[Hart.Passman@ElrodFriedman.com](mailto:Hart.Passman@ElrodFriedman.com)>  
**Sent:** Monday, December 11, 2023 5:17 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Cc:** Benjamin L. Schuster <[Benjamin.Schuster@ElrodFriedman.com](mailto:Benjamin.Schuster@ElrodFriedman.com)>  
**Subject:** RE: 5 year contract

**[EXTERNAL EMAIL]**

Sean – this is a little different from what Flock is offering other nearby communities. See

attached for a redline showing the differences. We suggest asking Flock to revise the agreement to align with what it's offered others (as shown in the redline).

Thanks,

Hart

## **Hart M. Passman**

**Office:** 312.528.5193 | **Mobile:** 773.320.2589

[Download Vcard](#) | [View Biography](#) | [Connect on LinkedIn](#)



325 North LaSalle Street, Suite 450, Chicago, IL 60654

[www.elrodfriedman.com](#) | [News & Insights](#)

---

**From:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Sent:** Monday, December 11, 2023 2:32 PM  
**To:** Hart M. Passman <[Hart.Passman@ElrodFriedman.com](mailto:Hart.Passman@ElrodFriedman.com)>  
**Subject:** FW: 5 year contract

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Monday, December 11, 2023 2:18 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Sgt,

Did you get any response from the attorney?

Regards,

|

On Mon, Dec 4, 2023 at 9:45 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

With attorneys, I will get an update.

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Monday, December 4, 2023 9:36 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>

**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Sgt,

Good Morning, I wanted to circle back here and see if you got the signatures on the 5 year price lock.

If you need anything please let me know.

Regards,

|

On Mon, Nov 6, 2023 at 7:08 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

TY, working on signatures now.

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Friday, November 3, 2023 11:07 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Correct,

This document is keeping your terms and conditions that were agreed to as is. We are extending the current 22 Cameras you have for 5 years & providing Flock OS which basically facilitates all the sharing. But we do need the Village to sign the document.

Regards,

|

On Fri, Nov 3, 2023 at 10:59 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Are we able to extend the original contract or is your legal requiring this document gets signed for a 5 year extension?

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Friday, November 3, 2023 10:45 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

I'm sorry I thought this was over to you weeks ago.

On Fri, Nov 3, 2023 at 10:17 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Any word on the contract?

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Friday, October 6, 2023 2:28 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Sgt,

I wanted to provide a follow up here. I have meeting set up with Legal to review the current T/C on Tuesday. Our Finance department who also need to sign off on this request did give us the green light.

Regards,

|

On Wed, Oct 4, 2023 at 4:40 PM Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)> wrote:

Sgt,

I do not have a response from our legal yet, but I will bump them for an update. I am not sure if you have met Hailey. She has stepped in for Will as the Project Manager here in IL.

Hailey,

Can you please put together one of those recap/update emails for Highland Park.

Thanks in Advance,

|

On Wed, Oct 4, 2023 at 8:25 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Hi guys, I'm still awaiting an answer on the contract and status of IDOT permits for my city manager.

Also does Flock have a transparency portal or transparency statement for each department for the public?

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Thursday, September 28, 2023 11:42 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>  
**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Mike,

Highland Park is not adding any more Flock Hardware. Can they just extend the current Contract 5 years?

Regards,

|

On Thu, Sep 28, 2023 at 11:11 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan,

Can we just sign an extension of our original contract by which the parties agree to an extension of the length of the existing agreement?

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Wednesday, September 6, 2023 11:48 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>

**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Sgt,

Here you go.

Regards,

|

On Wed, Sep 6, 2023 at 8:17 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan can you please send me the 5 year contract, I seen some of your emails were previously sent to my spam

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Tuesday, August 1, 2023 9:08 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

I will get it built. HP is just looking to lock in your current cameras, or are you interested in adding any more cameras at the \$2,500?

Also are you guys part of the Consolidation to the Rock? If so, there are talks about using Flock's Real Time Operation Center Software there.

- <https://link.edgepilot.com/s/ec33c384/hfDER8leA0msZHz72i8d5g?u=https://flocksafety.showpad.com/share/wTYNNXHrj9gib47uitb6L>  
Here is some info. If you want to see a quick demo let me know.

Regards,

|

On Tue, Aug 1, 2023 at 7:37 AM Curran, Sean

<[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan,

Can you please send me the five year contract.

**Sean Curran**  
Investigations Sergeant

1707 St Johns Avenue  
Highland Park, Illinois 60035

847/926-1119

[scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
[cityhpil.com](http://cityhpil.com)

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Dan Murdock

Phone: 312-415-3858

  
[https://link.edgepilot.com/s/c0c57342/k\\_Wx-9YSd0ijIvIWhz26zA?  
u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

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Dan Murdock

Phone: 312-415-3858

[https://link.edgepilot.com/s/c0c57342/k\\_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

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Dan Murdock

Phone: 312-415-3858

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Phone: 312-415-3858

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u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

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u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

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Phone: 312-415-3858

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u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

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u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

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Dan Murdock

Phone: 312-415-3858

[https://link.edgepilot.com/s/c0c57342/k\\_Wx-9YSd0ijIvIWhz26zA?  
u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

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Dan Murdock

Phone: 312-415-3858

[https://link.edgepilot.com/s/c0c57342/k\\_Wx-9YSd0ijIvIWhz26zA?  
u=https://www.flocksafety.com/](https://link.edgepilot.com/s/c0c57342/k_Wx-9YSd0ijIvIWhz26zA?u=https://www.flocksafety.com/)

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Dan Murdock  
Phone: 312-415-3858



<https://www.flocksafety.com/>

--

Dan Murdock  
Phone: 312-415-3858



<https://www.flocksafety.com/>

**From:** [Dan Murdock](#)  
**To:** [Curran, Sean](#); [Mike Holub](#)  
**Cc:** [Hailey Spessard](#); [Mike Hutton](#); [Danielle Mayberry](#)  
**Subject:** Re: Highland Park IL PD | Flock Safety 5 Year Quote  
**Date:** Wednesday, December 13, 2023 4:37:26 PM

---

**[EXTERNAL EMAIL]**

Mike Holub,

Please look at these two updated locations - <https://planner.flocksafety.com/deployment/472ba1de-7346-4617-beb8-5c56ceeeec239>

Can you please confirm they will work. We know we will miss that left hand turn lane before Kelly for 21 and PD will get PP approval if this works on Sheridan.

Thanks,

On Mon, Nov 13, 2023 at 8:35 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

**Cam 21 (Half Day/Kelly) - Pending Property Owner Permission**

Do you know if an agreement (IGA) has been completed with the Lake County Forest Preserve District (or have they given permission for this camera) here?

Once we have their go-ahead we can move forward with this installation

We were already told that we have to move the camera east on Highland Park property so the target area would be on Half Day near Landon Ln.

---

**From:** Hailey Spessard <[hailey.spessard@flocksafety.com](mailto:hailey.spessard@flocksafety.com)>  
**Sent:** Thursday, November 9, 2023 5:22 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Cc:** Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>; Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>; Danielle Mayberry <[dani.mayberry@flocksafety.com](mailto:dani.mayberry@flocksafety.com)>  
**Subject:** Re: Highland Park IL PD | Flock Safety 5 Year Quote

**[EXTERNAL EMAIL]**

Howdy Sir -

My apologies for the delay in getting you over a response!

I am new to Illinois and it has taken a second to get my bearings.

Please see the below quick update regarding your Flock Cameras -

### **IL - Highland Park - PD**

**Cams 9, 14, 12, 8, 16, 2, 22, 19, 9, 15, 17 & 1 - Installed & In Service**

**Cam 6 (Green Bay/County Line) - Pending City Approval**

Unable to install in the original location due to utilities in the area  
Reached out to Ron Bannon (Dir. PW) today to see if they would allow us to install  
on the neighboring traffic signal instead - Pending his response

**Cam 10 (Skokie Hwy Exit Ramp/Half Day) - Pending IDOT Permit Approval**

Working with our permitting team to determine the status of the IDOT permit here.

**Cams 7 & 18 - Ready for Install**

Were previously on hold due to construction in the area  
Pushed back over to the Field Team to get scheduled for installation - Will let you  
know the installation date asap

### **IL - Highland Park - PD**

**Cams 3, 4, 11 & 20 - Pending IDOT Permit Approval**

OPER sent to y'all (PD) by Flock on 11/2 - Please let me know if you need that re-sent!  
Once IDOT has the OPER (to be sent in by the PD) and the Bond (handled by  
Flock) they will approve these permits

**Cam 21 (Half Day/Kelly) - Pending Property Owner Permission**

Do you know if an agreement (IGA) has been completed with the Lake County Forest  
Preserve District (or have they given permission for this camera) here?  
Once we have their go-ahead we can move forward with this installation

**Cam 5 (Sheridan/Deere Park) - Pending IDOT Permit**

Originally identified as needing a city permit but they have now confirmed that an  
IDOT permit will be needed instead  
Working with my permitting team to get this submitted over to IDOT ASAP

Feel free to refer to your [Tracker](#) for a more detailed look at each of your Flock cameras, as well as a link to your Deployment Plan.

Moving forward, I will be sending out biweekly permitting updates and will also let you know once Cams 7 & 18 have been scheduled for installation.

Please let me know if you have any questions!

Thank you for your patience,

On Wed, Oct 25, 2023 at 7:41 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Hailey can we set up a time to speak today?

---

**From:** Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>

**Sent:** Tuesday, September 26, 2023 8:40 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Hailey Spessard <[hailey.spessard@flocksafety.com](mailto:hailey.spessard@flocksafety.com)>

**Subject:** Re: Highland Park IL PD | Flock Safety 5 Year Quote

*[EXTERNAL EMAIL]*

Good Morning Sgt Curran,

Your Project Manager [@Hailey Spessard](#) will be able to provide you an update as soon as possible. Please reach out if you need anything else.

Have a great day.

**Mike Hutton**  
Customer Success Manager



---

8476090201  [flocksafety.com](http://flocksafety.com)

---



On Tue, Sep 26, 2023 at 8:38 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Mike,

Can I please have a status on our IDOT permits?

Sean

---

**From:** Curran, Sean  
**Sent:** Thursday, August 10, 2023 7:10 AM  
**To:** 'Mike Hutton' <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>  
**Subject:** RE: Highland Park IL PD | Flock Safety 5 Year Quote

Mike

Please confirm that HPPD is not sharing their Flock Cameras with other jurisdictions. This is our goal to do so in the near future; I don't want to screw anything up in the time being. We have had ten cameras operational for a while, but six non-IDOT-permitted cameras have yet to be installed. May I please also get a status on our IDOT permits. I would like to know how we will be credited or charged for this year since more than half of our allocated cameras have not been in use this year.

Sean

---

**From:** Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>  
**Sent:** Monday, August 7, 2023 4:31 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: Highland Park IL PD | Flock Safety 5 Year Quote

**[EXTERNAL EMAIL]**

I just realized I glossed over your question so I apologize. If you are ready to sign the contract I can send that over to you, just let me know who the contract signer will be because it is sent via docusign.

Mike Hutton

*Customer Success Manager - Cook, Dupage, and Lake County IL*

*Flock Safety*

[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)

Need Support?

[support@flocksafety.com](mailto:support@flocksafety.com)

866-901-1781

8am-8pm est Mon-Fri



[Book a meeting with me](#)

On Wed, Aug 2, 2023 at 11:08 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Mike,

Is there a contract associated with the quote?

---

**From:** Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>

**Sent:** Tuesday, August 1, 2023 3:08 PM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Subject:** Highland Park IL PD | Flock Safety 5 Year Quote

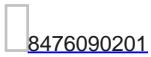
[EXTERNAL EMAIL]

Good Afternoon Sarge,

I have attached the 5 year quote for your review. Once you are ready to sign it please let me know what you would like the contract start date to be (must be prior to 12/31/2023) and I will send over the contract for signature. If you have any questions please let Dan and I know.

Have a great day,

**Mike Hutton**  
Customer Success Manager



8476090201



flocksafety.com

App Banner Image



--

**Hailey Spessard**  
Project Manager - Core



photo



[flocksafety.com](https://www.flocksafety.com)

Due to volume, please allow 2-3 business days for a response



App Banner Image



--

Dan Murdock

Phone: 312-415-3858



<https://www.flocksafety.com/>

**From:** [scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
**To:** [dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)  
**Subject:** FW: FW: 5 year contract  
**Date:** Wednesday, December 13, 2023 4:37:50 PM  
**Attachments:** [image001.png](#)  
[IL - Highland Park PD -Flock 5 Year1 - IL - Highland Park PD -Flock5 Year.docx](#)  
[IL - Highland Park PD -Flock 5 Year - Village - Agreement withFlock.docx](#)

---

See attached:

---

**From:** Hart M. Passman <Hart.Passman@ElrodFriedman.com>  
**Sent:** Wednesday, December 13, 2023 3:37 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** RE: FW: 5 year contract

**[EXTERNAL EMAIL]**

No problem – see attached.

Thanks,  
Hart

## Hart M. Passman

**Office:** 312.528.5193 | **Mobile:** 773.320.2589  
[Download Vcard](#) | [View Biography](#) | [Connect on LinkedIn](#)



325 North LaSalle Street, Suite 450, Chicago, IL 60654  
[www.elrodfriedman.com](http://www.elrodfriedman.com) | [News & Insights](#)

---

**From:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Sent:** Wednesday, December 13, 2023 6:45 AM  
**To:** Hart M. Passman <[Hart.Passman@ElrodFriedman.com](mailto:Hart.Passman@ElrodFriedman.com)>  
**Subject:** FW: FW: 5 year contract

Can you please send in a word document that will allow for tracking of changes.

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Tuesday, December 12, 2023 2:44 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: FW: 5 year contract

**[EXTERNAL EMAIL]**

Sgt,

I need this in a word document not a PDF. The word document allows for the tracking of changes.

On Tue, Dec 12, 2023 at 1:04 PM Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)> wrote:

Sgt,

I am sending it along now, but some of these are unlikely to be approved. I'm looking at 2.7.1 and 2.7.2. Why is this a sticking point? If there is illegal activity on an account we can't just leave it open.

Regards,

On Tue, Dec 12, 2023 at 6:15 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan,

Can you have your legal team review the attached redlined contract.

Sean

---

**From:** Hart M. Passman <[Hart.Passman@ElrodFriedman.com](mailto:Hart.Passman@ElrodFriedman.com)>

**Sent:** Monday, December 11, 2023 5:17 PM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Cc:** Benjamin L. Schuster <[Benjamin.Schuster@ElrodFriedman.com](mailto:Benjamin.Schuster@ElrodFriedman.com)>

**Subject:** RE: 5 year contract

**[EXTERNAL EMAIL]**

Sean – this is a little different from what Flock is offering other nearby communities. See attached for a redline showing the differences. We suggest asking Flock to revise the agreement to align with what it's offered others (as shown in the redline).

Thanks,

Hart

## **Hart M. Passman**

**Office:** 312.528.5193 | **Mobile:** 773.320.2589

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ElrodFriedman-Final-01



325 North LaSalle Street, Suite 450, Chicago, IL 60654

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**From:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Sent:** Monday, December 11, 2023 2:32 PM  
**To:** Hart M. Passman <[Hart.Passman@ElrodFriedman.com](mailto:Hart.Passman@ElrodFriedman.com)>  
**Subject:** FW: 5 year contract

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**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Monday, December 11, 2023 2:18 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Sgt,

Did you get any response from the attorney?

Regards,

On Mon, Dec 4, 2023 at 9:45 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

With attorneys, I will get an update.

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Monday, December 4, 2023 9:36 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>  
**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Sgt,

Good Morning, I wanted to circle back here and see if you got the signatures on the 5 year price lock.

If you need anything please let me know.

Regards,

On Mon, Nov 6, 2023 at 7:08 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

TY, working on signatures now.

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Friday, November 3, 2023 11:07 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Correct,

This document is keeping your terms and conditions that were agreed to as is. We are extending the current 22 Cameras you have for 5 years & providing Flock OS which basically facilitates all the sharing. But we do need the Village to sign the document.

Regards,

|

On Fri, Nov 3, 2023 at 10:59 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Are we able to extend the original contract or is your legal requiring this document gets signed for a 5 year extension?

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Friday, November 3, 2023 10:45 AM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

I'm sorry I thought this was over to you weeks ago.

On Fri, Nov 3, 2023 at 10:17 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Any word on the contract?

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>  
**Sent:** Friday, October 6, 2023 2:28 PM  
**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>  
**Subject:** Re: 5 year contract

*[EXTERNAL EMAIL]*

Sgt,

I wanted to provide a follow up here. I have meeting set up with Legal to

review the current T/C on Tuesday. Our Finance department who also need to sign off on this request did give us the green light.

Regards,

|

On Wed, Oct 4, 2023 at 4:40 PM Dan Murdock  
<[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)> wrote:

Sgt,

I do not have a response from our legal yet, but I will bump them for an update. I am not sure if you have met Hailey. She has stepped in for Will as the Project Manager here in IL.

Hailey,

Can you please put together one of those recap/update emails for Highland Park.

Thanks in Advance,

|

On Wed, Oct 4, 2023 at 8:25 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Hi guys, I'm still awaiting an answer on the contract and status of IDOT permits for my city manager.

Also does Flock have a transparency portal or transparency statement for each department for the public?

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Thursday, September 28, 2023 11:42 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>

**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Mike,

Highland Park is not adding any more Flock Hardware. Can they just extend the current Contract 5 years?

Regards,

|

On Thu, Sep 28, 2023 at 11:11 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan,

Can we just sign an extension of our original contract by which the parties agree to an extension of the length of the existing agreement?

Sean

---

**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Wednesday, September 6, 2023 11:48 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>; Mike Hutton <[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)>

**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

Sgt,

Here you go.

Regards,

|

On Wed, Sep 6, 2023 at 8:17 AM Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan can you please send me the 5 year contract, I seen some of your emails were previously sent to my spam

Sean

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**From:** Dan Murdock <[dan.murdock@flocksafety.com](mailto:dan.murdock@flocksafety.com)>

**Sent:** Tuesday, August 1, 2023 9:08 AM

**To:** Curran, Sean <[scurran@cityhpil.com](mailto:scurran@cityhpil.com)>

**Subject:** Re: 5 year contract

**[EXTERNAL EMAIL]**

I will get it built. HP is just looking to lock in your current cameras, or are you interested in adding any more cameras at the \$2,500?

Also are you guys part of the Consolidation to the Rock? If so, there are talks about using Flock's Real Time Operation Center Software there.

- <https://link.edgepilot.com/s/ec33c384/hfDER8leA0msZHz72i8d5g?u=https://flocksafety.showpad.com/share/wTYNNXHrj9gib47uith6L>  
Here is some info. If you want to see a quick demo let me know.

Regards,

On Tue, Aug 1, 2023 at 7:37 AM Curran, Sean  
<[scurran@cityhpil.com](mailto:scurran@cityhpil.com)> wrote:

Dan,  
Can you please send me the five year contract.

**Sean Curran**  
Investigations Sergeant  
1707 St Johns Avenue  
Highland Park, Illinois 60035

-  
[847/926-1119](tel:8479261119)  
[scurran@cityhpil.com](mailto:scurran@cityhpil.com)  
[cityhpil.com](http://cityhpil.com)

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**Dan Murdock**  
Phone: 312-415-3858  
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**Dan Murdock**  
Phone: 312-415-3858  
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Dan Murdock

Phone: 312-415-3858

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Dan Murdock

Phone: 312-415-3858

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Dan Murdock

Phone: 312-415-3858

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Dan Murdock

Phone: 312-415-3858

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Dan Murdock

Phone: 312-415-3858

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Dan Murdock

Phone: 312-415-3858

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Dan Murdock

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Dan Murdock  
Phone: 312-415-3858

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Dan Murdock  
Phone: 312-415-3858

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## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the Illinois home rule municipality identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by ~~Agency, or~~ Flock ~~provided~~ Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service 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 by police departments, missing person situations, public emergencies, law enforcement purposes, and archiving for evidence gathering (collectively, “**Permitted Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, 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.

## 1.4. DEFINITIONS

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

1.1 4.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 4.2 “**Agency Data**” means the data, media and content captured by Flock or Flock serviced cameras, and transferred to Agency through the Services upon request.

1.3 4.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4 4.4 “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 4.5 “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individual’s personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 4.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 4.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 4.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 4.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 4.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 4.11 “**Flock Hardware**” means the Flock cameras or device, 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.

1.12 4.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

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1.13 4.13 “*Flock Safety Falcon*™” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 4.14 “*Flock Safety Raven*™” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 4.15 “*Flock Safety Sparrow*™” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.16 4.17 “*Footage*” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.17 4.18 “*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.

1.18 4.19 “*Implementation Fee(s)*” means the monetary fees associated with the Installation Services, as defined in Section 4.201.19 below.

1.19 4.20 “*Installation Services*” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.20 4.21 “*Non-Agency End User(s)*” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.21 4.22 “*Services*” or “*Flock Services*” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.22 4.23 “*Support Services*” means Monitoring Services, as defined in Section 2.10 below.

1.23 4.24 “*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.24 4.25 “*Web Interface*” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.25 4.26 “*Wing Suite*” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.26 4.27 “*Wing Livestream*” means real-time video integration with third-party cameras via the Flock interface.

1.27 4.28 “*Wing LPR*” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

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1.28 4.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

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1.29 4.30 “**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.

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## 2 2. SERVICES AND SUPPORT

2.1 2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all negligent acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services 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 Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable

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(except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

**2.5 2.5 Usage Restrictions.**

**2.5.1 2.5.1 Flock IP.** Agency may use Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP for the Permitted Purpose. Agency will not, and will not permit any Authorized End Users to, (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 any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP 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, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

**2.5.2 2.5.2 Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.6 2.6 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

**2.7 2.7 Suspension.**

**2.7.1 2.7.1 Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency'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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; ~~or~~ (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; ~~or~~ (e) any unauthorized access to Flock Services through Agency's account ("Service Suspension"). Flock will restore Flock Services within a commercially reasonable time frame once it determines that the Service Suspension was not caused by the direct actions of Agency. Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. To the extent that the Service Interruption is not

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caused by Agency's direct actions or by the actions of parties associated with the Agency, 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.

2.7.2 **2.7.2-Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency 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 Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the 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 Agency or any Authorized End User may incur as a result of a Service Interruption. Flock will restore Flock Services within a commercially reasonable time frame once it determines that the Service Interruption was not caused by the direct actions of Agency. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 **2.8-Installation Services.**

2.8.1 **2.8.1-Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("Designated Location") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or a delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("Reinstalls") will

incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

**2.8.2 2.8.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations on Agency-owned property at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("Agency Installation Obligations"). In the event that a Designated Location for Flock Hardware requires permits, Flock may

provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency 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 tests in connection with such installation.

2.8.3 **2.8.3 Flock's Obligations.** Installation of Flock Hardware shall be installed and maintained in a workmanlike manner, free from any liens, and using new Flock Hardware, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Flock shall repair any damage that it causes during installation. Flock shall maintain all Flock Hardware in a first-rate condition and in a manner that it can perform for its intended purpose during the Term. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 **2.8.4 Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed within ~~four~~ commercially reasonable ~~time period, not to exceed six~~ weeks after the natural expiration or termination of this Agreement at no additional cost to Agency. Flock Hardware shall be

deactivated upon the natural expiration or termination of this Agreement. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion, provided that it first provide~~provides~~ Agency 30 days' notice to cure such default. 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 Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.9** **2.9 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain 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 in the area affected until such materials are removed or rendered harmless.

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**2.10** **2.10 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("Monitoring Services"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("On-Site Services") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com), at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

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2.11 2.11**Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("Special Terms"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

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2.12 2.12**Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) 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 materially change any terms or conditions within this Agreement.

### 3 3.**RESTRICTIONS AND RESPONSIBILITIES**

3.1 3.1**Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 3.2**Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services 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 video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services that are in violation of the foregoing.

### 4 4.**CONFIDENTIALITY; AGENCY DATA**

4.1 4.1**Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the 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 will a Party apply less than reasonable precautions to protect such Proprietary Information, 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 unless disclosure of such Proprietary Information is required by law. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. 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. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. Flock agrees that it may use the Footage generated from Flock Hardware within the boundaries of the Agency that is not Agency Data only: (i) to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above; (ii) as part of the Aggregated Data; (iii) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes

only; and (iv) obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own Agency Data. Flock may not sell any Agency Data or Footage generated from Flock Hardware within the boundaries of the Agency.

**4.3 4.3 Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, 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 Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

**4.4 4.4 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.5 4.5 Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock may not sell Aggregated Data.

**4.6 4.6 No Facial Recognition.** Flock represents and warrants that it will not engage in any facial recognition using Agency Data or Agency Generated Data regardless of whether the Agency Data or Agency Generated Data is converted to Aggregated Data.

## **5. PAYMENT OF FEES**

### **5.1**

**5.1.1 5.1.1 Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30<sup>th</sup> day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30<sup>th</sup> day from the date of renewal invoice.

**5.1.2 5.1.2 Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30<sup>th</sup> day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30<sup>th</sup> day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

**5.2 5.2 Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

**5.3 5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

## **6 6. TERM AND TERMINATION**

**6.1 6.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (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.

- a. **For Wing Suite products:** the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. **For Falcon and Sparrow products:** the Term shall commence upon first installation and validation of Flock Hardware.
- c. **For Raven products:** the Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

**6.2** 6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

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**6.3** 6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, 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. Either Party may terminate this Agreement, without notice, (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. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**6.4** 6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("No-Fee Term"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

**6.5** 6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

## **7. REMEDY; WARRANTY AND DISCLAIMER**

**7.1 7.4 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at the lower of (i) a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>) or (ii) \$750.00.

Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

**7.2 7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

**7.3 7.3 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.

**7.4 7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. 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 OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**7.5 7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

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7.6 **7.6 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, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

#### 8 **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

8.1 **8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), 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 ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY 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 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO: (I) ANY BREACH OF THIS AGREEMENT BY FLOCK; OR (II) THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF FLOCK.

8.2 **8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than

as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3** **8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees ~~and breach of this Agreement~~.

#### **9.9 MISCELLANEOUS**

**9.1 Compliance With Laws.** Both Parties agree to 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). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

**9.2 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.

**9.3 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.

**9.4 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, 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 Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. 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.

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

**9.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue for any claims between the Parties shall be in the courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**9.7 Publicity.** Upon prior consent from Agency, Flock ~~shall not~~has the right to reference ~~or~~and use Agency's name and trademarks, ~~or~~and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website, ~~without the~~ prior written permission of Agency.

**9.8 Export.** Agency 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 agency 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.

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

**9.10 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.

**9.11 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

AGENCY NOTICES ADDRESS:

ADDRESS: 1677 Old Deerfield Road, Highland Park, IL

60035yNoticeAddress1/

← **Formatted:** Line spacing: Double

ATTN: Sean Curran  
EMAIL: seurran@cityhpil.comeyNoticeEmail1/

**Flock Safety + IL — City of Highland Park **PD****

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

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MAIN CONTACT:  
Mike Hutton  
[michael.hutton@flocksafety.com](mailto:michael.hutton@flocksafety.com)  
8476090201

**flock safety**

# flock safety

## EXHIBIT A ORDER FORM

Customer: IL — [City of Highland Park](#) PD  
 Legal Entity Name: IL — [City of Highland Park](#) PD  
 Accounts Payable Email: wbonaguidi@cityhpil.com  
 Address: 1677 Old Deerfield Rd Highland Park, Illinois 60035

Initial Term: 60 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>\$57,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	22	Included
<b>Flock Safety FlockOS Add Ons</b>			
Flock Safety Advanced Search	\$2,500.00	1	\$2,500.00

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
			<b>Subtotal Year 1:</b> \$57,500.00
			<b>Annual Recurring Subtotal:</b> \$57,500.00
			<b>Discounts:</b> \$60,000.00
			<b>Estimated Tax:</b> \$0.00
			<b>Contract Total:</b> \$287,500.00

*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.*

In the event that Customer chooses to terminate this Agreement prior to the end of the Term, Customer understands that: 1) they shall not receive any refunds on payments already made towards the then-current Term, and 2) they shall owe any outstanding payments for the then-current Term.

## **Billing Schedule**

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At Contract Signing	\$57,500.00
<b>Annual Recurring after Year 1</b>	\$57,500.00
<b>Contract Total</b>	\$287,500.00

\*Tax not included

## **Discounts**

<b>Discounts Applied</b>	<b>Amount (USD)</b>
Flock Safety Platform	\$55,000.00
Flock Safety Add-ons	\$5,000.00
Flock Safety Professional Services	\$0.00

## 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.

## FlockOS Features & Description

### Package: Essentials

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

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

| **FLOCK GROUP, INC.**

**Customer: IL —City of Highland Park PD**

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

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

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

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

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

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

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

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

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