



Luis C. Tigera  
Chief of Police

# Niles Police Department

7000 West Touhy Avenue Niles, IL 60714

## MEMORANDUM

TO: Chief of Police Luis C. Tigera via Chain of Command  
FROM: Detective Sergeant Michael Boba #51   
DATE: December 1, 2021  
SUBJECT: **Flock LPR system**

On November 30<sup>th</sup> 2021, I spoke with Flock LPR sales representative Dan Murdock to discuss the purchase of license plate reading cameras and access to the Flock nationwide license plate reader Service. Flock quoted a price of \$38,896 for the first year for 12 cameras plus updating of our two current Rekor cameras, all needed hardware, software to access the system and installation. The fee for the system then becomes \$34,396 annually. Although this is a significant amount of money, the benefits of having this system from a public safety standpoint is priceless.

License plate reading cameras (LPR) are becoming an essential tool in fighting crime and protecting both our residents and businesses. The Flock LPR system will provide the Niles Police Department with analytics and access to billions of license plate scans from our Flock cameras as well as cameras that are deployed in cities throughout the country. Flock LPR cameras are currently being used by over 600 police departments' nationwide covering 1000 plus cities. Flock LPR's are currently being used by 65 police departments in Illinois.

Flock LPR cameras in Cobb County Georgia resulted in a 60% reduction in crime by placing Flock cameras in high crime areas. In April of 2019, the Marietta Georgia Police department experienced a 34% reduction in calls for service by placing Flock cameras in crime hot spots.

Flock also partners with business and homeowners associations to deploy Flock cameras. If a business or homeowners association purchases and deploys a Flock camera, the police department has access to that camera and the data collected by the camera. This provides another layer of safety and security for our businesses and residents.

The Flock LPR system would allow Detectives, Investigators and Officers to scour billions of easily filterable historical vehicle scans using just a license plate number, vehicle color or make a time, date or location. This information would be invaluable for all types of crimes that occur within the Village of Niles. For example, an armed robbery occurs and the offender flees in a vehicle. A witness or victim can provide a vehicle description and a partial license plate. That information can be entered and investigators would have instant access to images of vehicles matching the description and possessing the partial license plate.

Flock LPR cameras installed in Niles Police Squad cars via the Axon dash cameras would allow the officer operating the LPR equipped squad car to be immediately notified when a license plate is read that is on a reported stolen vehicle. It would also inform the officer if the registered owner of the vehicle is a wanted subject, or if the vehicle in question was involved in a recent crime.

The Flock LPR system would be of enormous value in solving the following crimes that are frequently investigated by our department because of the following capabilities.

- Car jacking's are on the increase, and Niles has not escaped the trend. Frequently carjacking crews travel in multiple vehicles. The Flock LPR system would assist us in locating the vehicle that was car jacked as well as vehicle that are traveling near that vehicle frequently. The use of the associated vehicles tool helps to locate associated vehicles based on previous sightings.
- Assist in combating drug trafficking. Using the convoy analysis tool we could easily identify vehicles that travel together as part of a trafficking convoy helping to generate new leads and establish connections that will build a stronger case.
- Disrupt car theft/catalytic convert theft and retail theft rings. By using the associate analysis, Detectives would be able to identify vehicles who have been seen together giving us the opportunity to verify a potential accomplice and getaway car used during the thefts.
- Find suspects who flee. We would have the ability to do a comprehensive plate location analysis. We could then use predictive analytics and historical vehicle location data to determine potential locations where a suspect that fled may be hiding out.
- Burglary investigations. Common license plate analysis can help generate a suspect lead by identifying a vehicle which has been previously sighted at the various locations of a series of burglaries.
- Complete and partial plate searches to generate a preliminary list of suspect vehicles even with only a partial plate.
- Location based stakeout search for potential leads by identifying vehicles previously sighted near the location of a crime scene.
- Year/make/model filtering adds more granularity to searches based on vehicle year, make or model helping to find vehicles of interest faster.

- Hot list management. Allows improved collaboration with other agencies providing the ability to subscribe to and share hot lists with one click.
- Real time alert options. Notifications can be sent to investigators or officers cell phones when a hot list or target search plate is located.

Prior to the installation of the cameras, Flock engineers will visit Niles to determine the most effective positioning of the cameras and the intersections that will be able to capture the largest amount of data. Flock will also provide members of NPD with training on all of the software included in the package.

In addition to budgeting for the LPR purchase, I have asked Commander Brandt to research grants that are available. Additionally, the use of money for the DUI fund, the drug fund or the equitable sharing account would be appropriate for this purchase. The police department also plans to partner with the Village of Niles IT department on this project.

I have attached the quote for the purchase to this email. I have also attached a data sheet for the camera as well as some additional information on Flock cameras capabilities and success stories.

# flock safety

Created Date 11/30/2021

Expiration Date 2/28/2022

Quote Number 00000305

Prepared By Dan Murdock

Contact Name Michael Boba

Phone 3124153858

Phone (847) 588-6582

Email dan.murdock@flocksafety.com

Email mdb@vniles.com

Bill To Name IL - Niles PD

Product	Description	List Price	Sales Price	Quantity	Total Price
Flock Falcon Camera	Camera for evidence + real-time alerts to police. Used for high traffic areas	\$2,500.00	\$2,500.00	12.00	\$30,000.00
Flock Safety Advanced Search <25 Falcons	Advanced Search is an upgraded bundle of search features for law enforcement that can be accessed at an additional cost	\$2,500.00	\$2,500.00	1.00	\$2,500.00
Implementation Fee	Camera Implementation Fee	\$250.00	\$250.00	12.00	\$3,000.00
Wing Implementation Fee (Up to 15 Licenses)	Implementation Fee associated with upgrading existing Flock cameras with Wing technology for up to 15 licenses	\$1,500.00	\$1,500.00	1.00	\$1,500.00
Wing Integration	Flock's Vehicle Fingerprint technology integration for existing cameras.	\$948.00	\$948.00	2.00	\$1,896.00

Total Price \$38,896.00

Recurring Total \$34,396.00

## Unlock leads without a suspect vehicle. Build stronger cases with less.

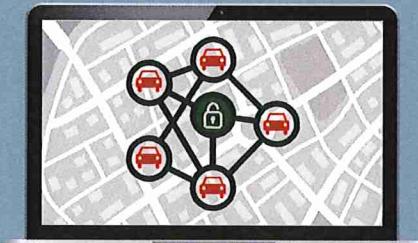
### Advanced Search Package

#### Upgrade Your Evidence Delivery

Not every investigation starts with a vehicle description or plate number. Upgrade to the Advanced Search Package\* to transform alternative intelligence, like neighborhood security footage or multiple crime locations, into the key piece of evidence for solving over 70% of crimes -- a suspect vehicle.

Once a suspect vehicle is located, Advanced Search takes investigations to the next level by detecting vehicles frequently traveling together -- giving you insight into accomplices to serial or organized crimes.

**Work smarter, not harder.**  
**Expedite case clearance, eliminate crime.**



### Visual Search

Upload any digital image (i.e. Ring doorbell footage, CCTV stills, or mobile phone pictures) and transform it into an investigative lead.

### Multi Geo Search

Connect multiple crimes across different locations to a common suspect vehicle to expedite case clearance and prevent repeat offenses.

### Convoy Analysis

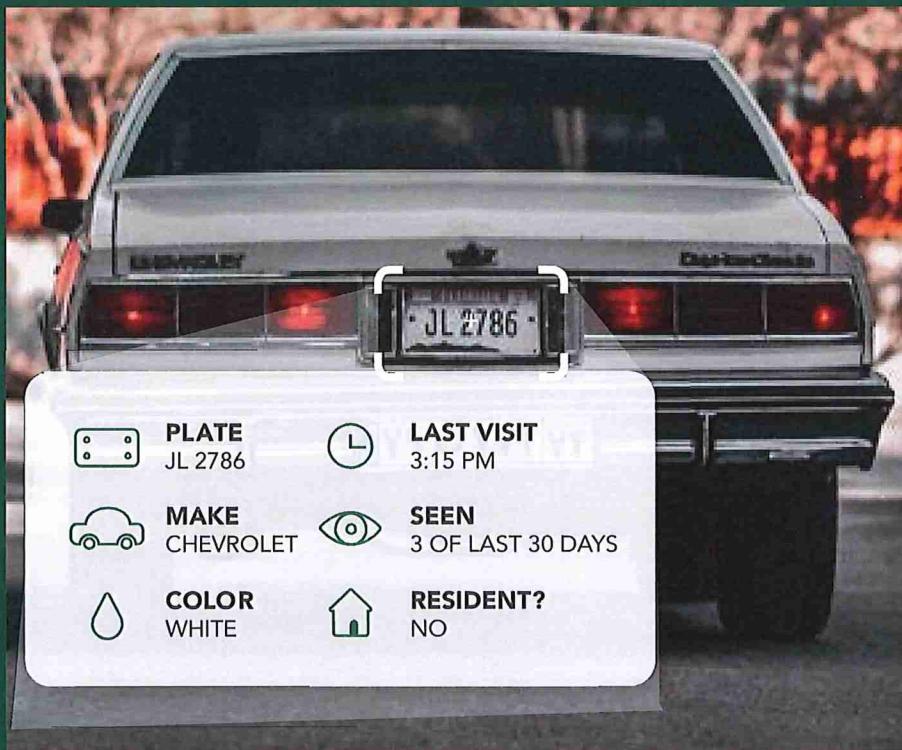
Identify suspect vehicles frequently traveling together to identify accomplices in serial or organized crimes (i.e. MV theft & drug trafficking) to proactively reduce crime.

\*Contact for subscription pricing.

flock safety

flocksafety.com  
866.831.5326

Your partner  
in eliminating crime



Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a public safety operating system that empowers private communities and law enforcement to work together to eliminate crime. We build devices that detect and capture objective evidence, machine learning that uncovers investigative leads, and real-time alerts that prepare officers to be effective in the field.

## What makes Flock Safety's technology different



### PUBLIC & PRIVATE PARTNERSHIPS

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



### VEHICLE FINGERPRINT™ TECHNOLOGY

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.



### INFRASTRUCTURE FREE

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.



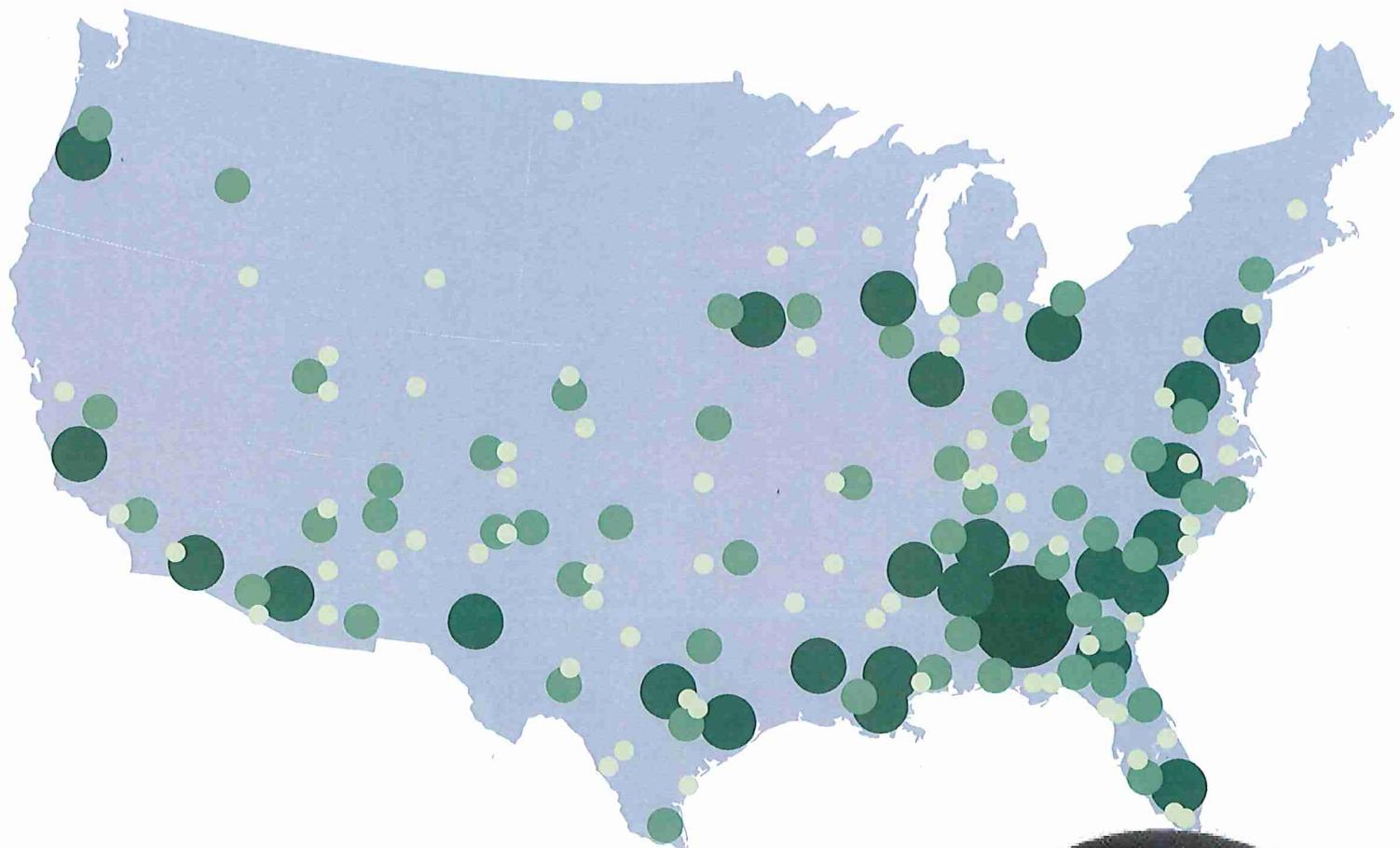
### SIMPLE & AFFORDABLE

Our cameras cost \$2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,

**flock safety**



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**600+**

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Police  
departments

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**1000+**

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US cities

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**120**

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Stolen vehicle  
reads/hr



Flock Safety's technology includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

# Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

## 30%▲

Our solution **captures 30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.



## 34%▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

## 60%▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest

## Company Overview

Flock Safety's mission is to eliminate crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety devices deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock

Safety camera systems live in over 1000 cities in 38 states and over 600 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

## Customer Results

Flock Safety unites law enforcement and the communities they serve in the pursuit of a safer, more equitable society, with the use of force-multiplying technology. Our devices, which are owned by both public and private customers, see like a detective. They capture objective evidence, decode investigative leads using machine learning technology, and deliver real-time, actionable alerts to officers so they can clear cases more efficiently. Over 1000 U.S. cities enlist the help of Flock Safety's public safety operating system to reduce crime by up to 70%. These are some of their stories.



### JERSEY VILLAGE, TEXAS

#### A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

### MARIETTA, GEORGIA

#### 34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created





## COBB COUNTY, GEORGIA

### Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at [stuart.vanhoozer@](mailto:stuart.vanhoozer@)

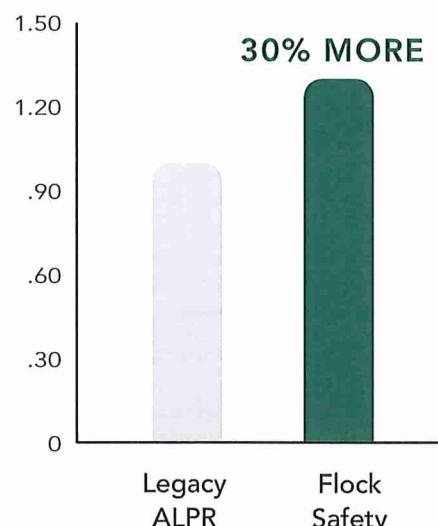
## LOS ANGELES, CALIFORNIA

### Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).

ACCURATE READS





# Product

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Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review. The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

## SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).

### Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts



## Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
  - Date and time
  - Vehicle Characteristics
    - Plate (partial/full)
    - Plate Type (in state, out of state, temporary tag)
    - Build & Color
    - Resident status
    - Location/Date/Time



## Insights

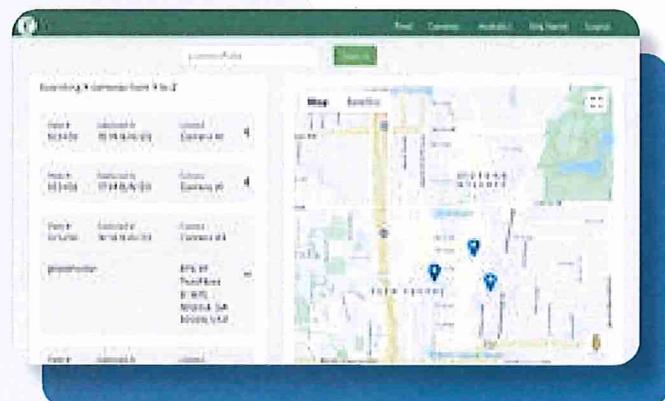
Give city council an ROI report

- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

## Lookup

Search plates across your jurisdiction

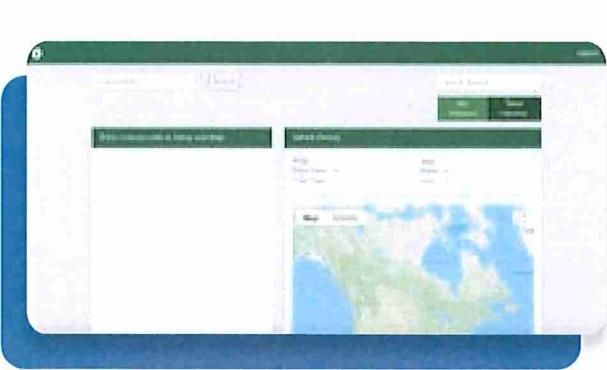
- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network



## Shared Footage Search Network for Law Enforcement

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 1B + monthly reads
- Attached to "Lookup" experience



## Performance

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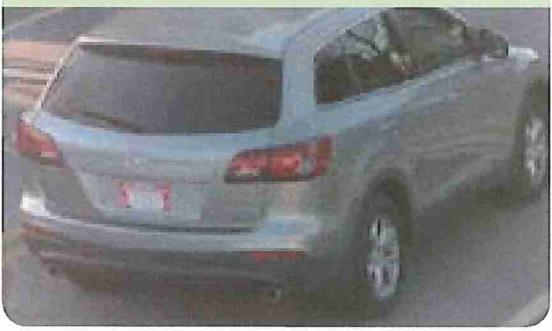
DAY TIME FOOTAGE



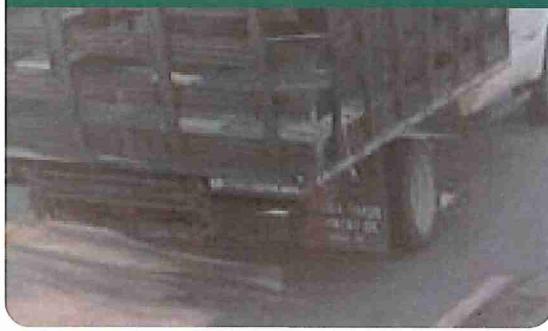
NIGHT TIME FOOTAGE



TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC



## CAMERA SPECIFICATIONS

### Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

### Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)

### Data

16GB local storage, ~2 weeks

### Image

5MP Image Sensor

### Motion

Passive Infrared Motion Detection

### Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

### Production

Designed & manufactured in the U.S.

### Night Vision

850nm Custom IR Array

### Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

## CAMERA PERFORMANCE

### Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

### Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

### Processing Power

1.4GHz

64-bit quad-core CPU

### Image Capture

20-90 ft from vehicles

Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)



# Training, Ongoing Support & Timeline



New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the [support@flocksafety.com](mailto:support@flocksafety.com) inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

## SAFETY-AS-A-SERVICE

- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera

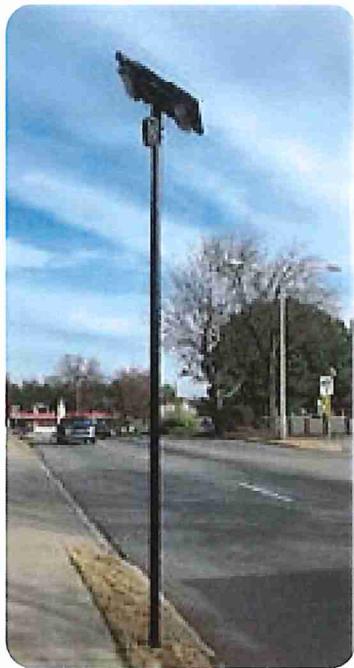
## INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

**City intersection**  
Solar & existing pole



**Entrance to Hotel**  
Solar & Flock 14 foot pole



**City Foot Traffic Street**  
Electric & existing pole



# wing

The Wing™  
integration

Transform your cameras  
into cameras that  
see like a detective.



The Flock Safety Wing integration is for law enforcement agencies who want to transform existing cameras into cameras that see like a detective. Unlike buying new hardware, you can upgrade your existing cameras with the power of Flock Safety's Vehicle Fingerprint™ technology.

## Detectives are key to solving crime

They see things differently, pick up on clues, and identify leads. They might notice that a suspect vehicle had a roof rack, tinted windows, a trailer hitch, bumper stickers, step boards, aftermarket wheels, etc. Those details can unlock an investigation and solve crime.

## Cities already have 100s or 1000s of cameras

For years, cameras have promised a safer future. But who has the resources to scroll through hours and hours of footage? Even if you do have time, how can you be sure that you'll catch all the unique features of a suspect vehicle? When every second matters, you need to find the single frame that gives an investigator a lead.

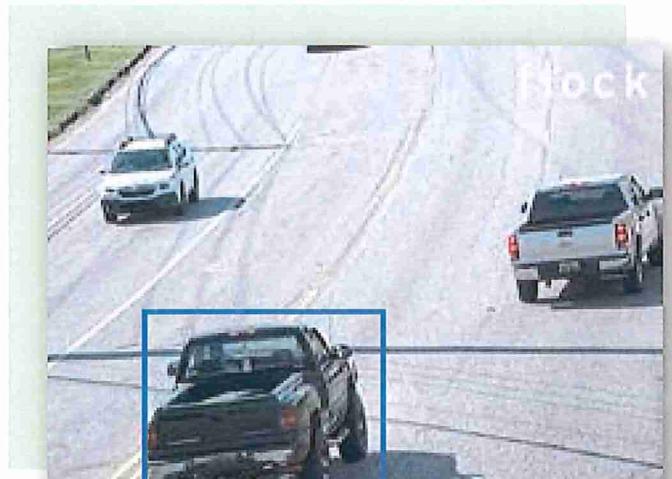


Learn how your agency can take advantage of the Wing integration.

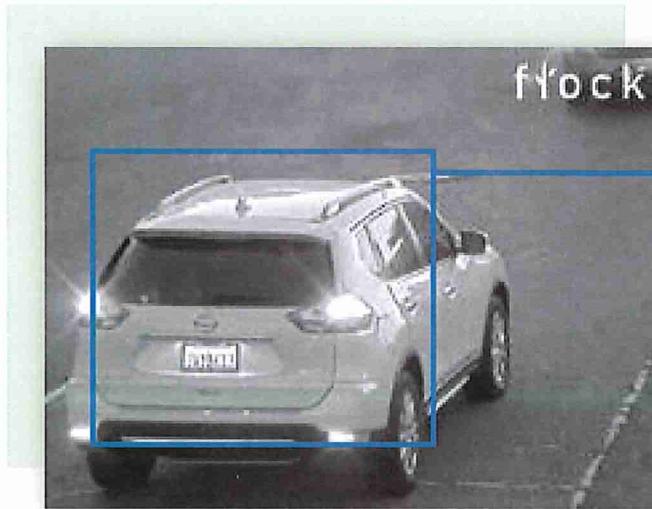
[flocksafety.com/police](http://flocksafety.com/police)

flock safety

# Solve more crime by putting Flock Safety software on your IP cameras.



Day Footage



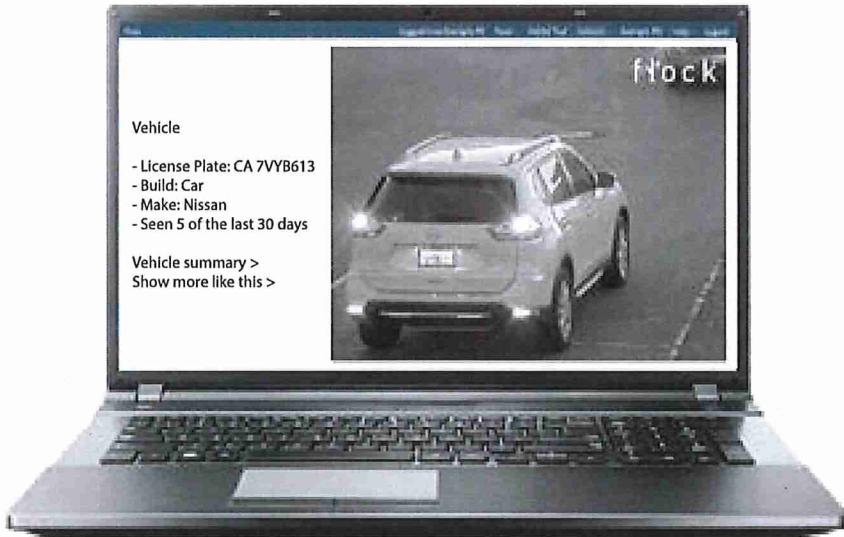
Night Footage

## Filter hours of footage to find actionable evidence

Leverage Flock Safety's patented  
Vehicle Fingerprint technology on your  
3rd party camera and use machine  
vision to find your suspect vehicle.

Think:

- Vehicle make, type, color
- License plate (full, partial, missing)
- Temporary tags and state of plate



## Let's get started today. Transform your cameras into cameras that see like a detective.

flock safety

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

## Is the Wing integration right for my cameras?

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The Wing integration is compatible with all Axis ® cameras and a variety of other IP cameras. If your cameras meet the requirements listed here, the Wing integration is right for you.

### Axis ® Camera Requirements

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- ✓ Camera can talk outbound to the cloud (over 80/443)
- ✓ Camera contains an SD card (>1GB)
- ✓ Camera produces clear footage

### Other IP Camera Requirements

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- ✓ Real-Time Streaming Protocol (RTSP) is secure and publicly available
- ✓ Camera has stable bandwidth, either wired wireless, excluding 4G

**Still not sure? Speak with a Wing integration specialist to learn more.**

### Pricing

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\$79/camera per month  
+  
base implementation fee\*

\* $\leq 15$  licenses = \$1500 +  
\$75 implementation fee per  
each additional license

Call Us  
**866-522-8863**

Email Us  
[police@flocksafety.com](mailto:police@flocksafety.com)

Learn More  
[flocksafety.com/police](http://flocksafety.com/police)



## MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 (“**Flock**”) and Niles Illinois with a place of business at 7000 W Touhy Ave, Niles, Illinois 60714 (“**Agency**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Agency desires to access Flock’s technology platform and Flock Safety dashboard (together, the “**Flock Service**”) for investigative purposes, in order to view and search videos recorded by Flock (“**Recordings**”) which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such videos and supplemental data with Agency pursuant to the following terms and conditions:

**1. Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the “**Purpose**”).

**2. Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. For purposes of this MOU, “Authorized Users” will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User’s use of the Flock Service, and shall cause Authorized Users to comply with such provisions.

**3. Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (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 Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or 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 Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such video and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

**4. Ownership.** As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. 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.

**5. Warranty.** Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from videos and supplemental data obtained by Agency through the use of Flock Services.

**6. Financial Implications to Agency.** No financial commitment by Agency is required to access the Flock Services or Recordings.

**7. Term; Termination.**

**A. Term.** This MOU will commence once executed by both parties and shall continue for a period of Five (5) years.

**B. Termination.** Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will

immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

**8. Indemnification.** Each Party to this MOU 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 MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

**9. Limitation of Liability.**

**A. Limitation on Direct Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

**B. Waiver of Consequential Damages.** IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Confidentiality.**

**A. Obligations.** During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

- i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.
- ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.
- iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

**B. Exclusions.** Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach

of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

**11. Entire Agreement.** This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

**12. Severability.** Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

**13. Miscellaneous.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission to the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

**FLOCK GROUP, INC.**

**Niles Illinois**

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

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

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

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