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flock safety

# FLOCK SAFETY FLOWDOWN GOVERNMENT AGENCY TERMS

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 police department, city, or government agency identified in the signature block below ("**Agency**") (each a "**Party**," and together, the "**Parties**").

## RECITALS

**WHEREAS,** Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (**"Footage"**) 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 Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency 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, 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, and archiving for evidence gathering ("Purpose").

## AGREEMENT

**NOW, THEREFORE,** Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

## 1. DEFINITIONS

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

1.1 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "***Agency Hardware*** " shall mean 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. The term "***Agency Hardware*** " excludes the Embedded Software

1.3 "***Authorized End User(s)***" shall mean 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.

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1.4 "***Documentation***" will mean 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.

1.5 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "***Flock IP***" will mean 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.

1.7 "***Footage***" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "***Hardware***" or "***Flock Hardware***" shall mean 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. The term "***Hardware***" excludes the Embedded Software.

1.9 ***"Implementation Fee(s)"*** means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "***Installation Services***" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "***Non-Agency End User(s)***" shall mean 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.

1.12 "***Services***" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 "***Support Services***" shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 "***Unit(s)***" shall mean the Agency Hardware together with the Embedded Software.

1.15 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

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1.16 "***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.

## 2. SERVICES AND SUPPORT

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 Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency 's designated administrator, listed on the quote, and any Authorized End Users to access 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 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, including without limitation using a third party to host the Web Interface 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 **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 Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

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 Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

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2.4 **Usage Restrictions.**

**a. Flock IP.** The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("***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, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (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, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

**b. 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. 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 2.4(b), 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.

2.5 **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.

2.6 **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 Hardware if (i) Flock

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reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End Users' use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension 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 Suspension. To the extent that the Service Suspension 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 any suspension (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.

2.7 **Installation Services.**

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. 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 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 and provided it is not the result of Flock's material breach of this Agreement. The deployment plan will confirm the Designated Location. 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 charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement,

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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 Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 ***Agency Installation Obligations*.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. 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 Hardware, its use (excluding tax exempt entities, which Agency certifies that it is so exempt and therefore not liable for the payment of any taxes, whether local, state or federal sales, use, withholding, excise, personal property, value-added or similar taxes, assessments or duties or any tax-related late charges or penalties of any nature. Upon request, Agency shall provide written evidence of such tax exemption. Flock shall be solely responsible for taxes, if any, imposed by the United States or any political subdivision thereof), or (iii) any other supplementary cost for services performed in connection with installation of the 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 a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. 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 certifies that it has the necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 *Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable

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time from the time that the Designated Locations are confirmed. Following the initial installation of the 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 the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Upon removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any proven 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 available at law.

2.8 **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.

2.9 **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***"). Subject to the terms hereof, 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. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **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 quote and will become part of this Agreement, upon

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Agency's written consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control subject to acceptance of Flock's offered Special Terms by Agency.

2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any 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 Agency s, (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.

## 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency 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. 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 provided such assistance and access is made with a commercially reasonable effort to not interfere with Agency's business activities and daily operations.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of 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 it reasonably knows may, or alleged to be in violation of the foregoing.

## 4. CONFIDENTIALITY; AGENCY DATA

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

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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 Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("***Agency Data***"). 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. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's jurisdiction, 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 lawfully obligated to do so or if Flock reasonably believes 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. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. 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 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 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce,

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modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).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.

4.3 **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.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information and cannot be re-aggregated to identify a person thereafter by Flock or any third party. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

## 5. PAYMENT OF FEES

5.1a **Reserved.**

5.1b **Reserved.**

5.2 **Reserved.**

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5.3 **Reserved.**

## 6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Quote (the "***Initial Term***"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Quote, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Quote* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service 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*.

**6.1b Falcon Term**. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Quote (the "***Initial Term***"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Quote, this Agreement will automatically renew for successive renewal terms for the length set forth on the Quote* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service 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.*

*Notwithstanding any provision in this Agreement to the contrary, Flock understands and agrees that Agency has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of $500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Quote. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Quote had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. 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.

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6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service 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.

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("***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 Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## 7. REMEDY; WARRANTY AND DISCLAIMER

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 2.9 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 Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged , Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to

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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 Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

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. Upon completion of any installation or repair, Flock shall clean and leave the area in as good condition as before. 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 **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. THE 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 OF COLORADO.

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

7.6 **Force Majeure.** Neither party is responsible nor liable for any delays or failures in performance from any cause beyond its 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. Flock is not responsible nor liable for any delays or failures in performance from weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

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

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, IF ANY, FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY BUT IN THE CASE OF NO FEES THEN NO MORE THAN THE TOTAL CONTRACT VALUE ON THE PURCHASE ORDER, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAWS OF THE STATE OF COLORADO.

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 6.5 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 6.5 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 complimentary No-Fee Term. The limitations set

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forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

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 that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity. INTENTIONALLY OMITTED**

## 9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data generated by the Agency in the normal course or business in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store Agency Data in its possession and control on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

## 10. MISCELLANEOUS

10.1 **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 and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent. **Governmental Immunity**. Agency retains all of its rights, privileges and immunities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

**Public Inspection of Agreement**. Flock acknowledges and agrees that this Agreement and all information Flock provides to Agency as required herein, may be public records for purposes of the Colorado Open Records Act,

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C.R.S. § 24-72-100.1 et seq. and could at all times be subject to public inspection. The parties understand that in the event of a request for disclosure of such information, Agency will notify Flock to give Flock the opportunity to redact its proprietary or confidential material. In the event of the filing of a lawsuit to compel disclosure, Agency will tender Flock's requested proprietary or confidential material to the court for judicial determination of the issue of disclosure and Flock agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure or waive the same.

**Termination for Non-Appropriations**. In the event that Agency's governing body fails to appropriate funds for the continuation of this Agreement for any fiscal year beyond the initial year, Agency may terminate this Agreement in accordance with Section 6 herein, without penalty and be released of further obligations. Upon termination of the Agreement, Flock will not have any claim against Agency by reason of, or arising out of, incidental or relating to early termination or owe any further fee of any kind, except for compensation for work Agency approved and was satisfactorily performed by Flock up to date of termination of the Agreement.

**No End User Agreements**. In the event that Flock requires any end user to enter into additional terms of use, supplemental agreements or understandings, whether by use, electronically clicking-through their assent, verbally, or in writing, the parties agree that if a conflict exists between the terms of any such agreement and this Agreement or creates additional obligation that was disclosed prior to entering this Agreement, the terms and conditions of this Agreement will control.

10.3 **Entire Agreement.** This Agreement, together with the Quote(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), 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.

10.4 **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.

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10.5 **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 would be proper in the chosen 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.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks 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.

10.7 **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 FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." 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.

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

10.09 **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 organizations and individuals they are representing.

10.10 **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 facsimile or e-mail; 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.

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flock safety

**By executing this Agreement, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained herein.**

| **Flock Group Inc** | **Agency:** |
| --- | --- |
| By: See Below On Following Page | By: See Below On Following Page |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

This Agreement is expressly subject to and will not become effective or binding on Thornton until it is fully approved and executed by Thornton.

APPROVED AS TO LEGAL FORM:
Tami Yellico, City Attorney

By: DocuSigned by: Michael J Hickman AC87F8D6F9E44C8...
Michael Hickman
Senior Assistant City Attorney

CITY OF THORNTON, COLORADO:

DocuSigned by: Kimberly Newhart 27C51A9BDA664B8...
Kimberly Newhart
Finance Director

ATTEST:

DocuSigned by: D57962BD4ECE4A2...
Kristen N. Rosenbaum
City Clerk

CITY OF THORNTON, COLORADO:

DocuSigned by: Sean Saddler 31744714E1834C9...
Sean Saddler, PE
Support Services Director

FLOCK GROUP INC:

DocuSigned by: Mark Smith AC5C931454C24F3...
Signature

Mark Smith
Print Name

General Counsel
Title

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**City of Thornton**

# MEMORANDUM
## Support Services

**DATE:** March 6, 2023

| Route to: | Date Signed | Initials |
|---|---|---|
| Carolina Rodriguez, Paralegal (for logging) | 3/6/2023 | |
| Michael Hickman, Senior Assistant City Attorney | 3/6/2023 | |
| Erika Senna, Budget Manager (for review) | 3/9/2023 | |
| Kimberly Newhart, Finance Director | 3/9/2023 | |
| Sean Saddler, PE, Support Services Director | 3/9/2023 | |
| Kristen Rosenbaum, City Clerk | 3/10/2023 | |

**FROM:** Andrew Miskell, CPPB, Sr. Purchasing Analyst
Megan deGrood, CPPB, Purchasing Manager

**SUBJECT:** Agreement with Flock Group, Inc, requiring your signature

**PROJECT:** Flock Camera System, 118-22

---

**BUDGET IMPACTS:** $ 31,000.00 from Account No. 40600.8604.01JAG22

This Agreement is required for continued implementation and usage of the Flock camera system.

**The enclosed documents are submitted for your review and signature.**

☒ Prior Legal review by **Michael Hickman**

☐ This is a routine document with standard revisions/customization to the menu driven items of Thornton's standard document.

☐ This document contains modifications (listed below) to Thornton's routine document which may be considered out of the ordinary or of note and may require additional review. _____

☐ Current Master

e-file: Flock Camera System, 118-22

Customer Department: Thornton Police Department

DocuSign

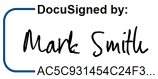
## Certificate Of Completion

Envelope Id: 84D000CF6AC642C98771E2476BCE75F5
Status: Completed
Subject: Signature Required for New Agreement with Flock Group, 118-22
Source Envelope:
Document Pages: 20
Signatures: 5
Certificate Pages: 6
Initials: 8
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Andrew Miskell
9500 Civic Center Drive
Thornton, CO 80229
Andrew.Miskell@ThorntonCO.gov
IP Address: 199.117.212.4

## Record Tracking

Status: Original
3/6/2023 11:23:40 AM
Holder: Andrew Miskell
Andrew.Miskell@ThorntonCO.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Andrew Miskell<br>andrew.miskell@thorntonco.gov<br>Sr. Purchasing Analyst<br>SHI OBO City of Thornton<br>Security Level: Email, Account Authentication (None) | DS<br><br>Signature Adoption: Drawn on Device<br>Using IP Address: 199.117.212.4 | Sent: 3/6/2023 11:28:36 AM<br>Viewed: 3/6/2023 11:28:45 AM<br>Signed: 3/6/2023 11:28:59 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Andrew Miskell<br>andrew.miskell@thorntonco.gov<br>Sr. Purchasing Analyst<br>SHI OBO City of Thornton<br>Security Level: Email, Account Authentication (None) | DS<br><br>Signature Adoption: Drawn on Device<br>Using IP Address: 199.117.212.4 | Sent: 3/6/2023 11:29:02 AM<br>Viewed: 3/6/2023 11:29:18 AM<br>Signed: 3/6/2023 11:29:31 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Mark Smith<br>mark.smith@flocksafety.com<br>General Counsel<br>Flock Group Inc<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br><br>AC5C931454C24F3...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 71.145.212.192 | Sent: 3/6/2023 11:29:34 AM<br>Viewed: 3/6/2023 12:21:08 PM<br>Signed: 3/6/2023 12:21:20 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/6/2023 12:21:08 PM<br>ID: 96b1ad79-d1ac-45a1-8ebb-852e0a48716e | | |
| Carolina Rodriguez<br>Carolina.rodriguez@thorntonco.gov<br>SHI OBO City of Thornton<br>Security Level: Email, Account Authentication (None) | DS<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 73.78.27.143<br>Signed using mobile | Sent: 3/6/2023 12:27:20 PM<br>Viewed: 3/6/2023 12:41:21 PM<br>Signed: 3/6/2023 12:41:49 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Michael J Hickman<br>Michael.Hickman@ThorntonCO.gov<br>Assistant City Attorney II<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Michael J Hickman<br>AC87F8D6F9E44C8...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 67.172.153.119 | Sent: 3/6/2023 12:41:51 PM<br>Viewed: 3/6/2023 1:56:08 PM<br>Signed: 3/6/2023 1:56:45 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/6/2023 1:56:08 PM<br>ID: eca024ca-b45d-4199-800c-f7126869323d | | |
| Erika Senna<br>Erika.Senna@ThorntonCO.gov<br>Budget Manager<br>Security Level: Email, Account Authentication (None) | DS<br>ES<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 73.153.41.234 | Sent: 3/6/2023 1:56:47 PM<br>Resent: 3/9/2023 7:17:46 AM<br>Viewed: 3/9/2023 7:55:24 AM<br>Signed: 3/9/2023 7:55:33 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 7/7/2020 1:59:42 PM<br>ID: d6ad8c54-7201-4f3a-a9b2-242f1e1c5397 | | |
| Kimberly Newhart<br>Kimberly.Newhart@ThorntonCO.gov<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Kimberly Newhart<br>27C51A9BDA664B8...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 199.117.212.4 | Sent: 3/9/2023 7:55:37 AM<br>Viewed: 3/9/2023 11:45:59 AM<br>Signed: 3/9/2023 11:48:08 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/9/2023 11:45:59 AM<br>ID: 569cb693-484d-4cd1-a5a6-be5057404d80 | | |
| Sean Saddler<br>Sean.Saddler@ThorntonCO.gov<br>Contracts and Purchasing Director<br>SHI OBO City of Thornton<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Sean Saddler<br>31744714E1834C9...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 199.117.212.4 | Sent: 3/9/2023 11:48:10 AM<br>Viewed: 3/9/2023 4:24:24 PM<br>Signed: 3/9/2023 4:25:36 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Kristen N. Rosenbaum<br>Kristen.Rosenbaum@ThorntonCO.gov<br>City Clerk<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>D57962BD4ECE4A2...<br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 199.117.212.4 | Sent: 3/9/2023 4:25:39 PM<br>Viewed: 3/10/2023 8:21:46 AM<br>Signed: 3/10/2023 8:21:58 AM |
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| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|
| SS_Contracts and Purchasing<br>SSContractsandPurchasing@thorntonco.gov<br>Security Level: Email, Account Authentication (None) | VIEWED<br><br>Using IP Address: 199.117.212.4 | Sent: 3/6/2023 12:21:22 PM<br>Viewed: 3/6/2023 12:27:19 PM |

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ID: 307532f6-74fe-4655-ae7c-bff14a254436

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Chad Parker<br>Chad.Parker@ThorntonCO.gov<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 3/10/2023 8:22:01 AM |

**Electronic Record and Signature Disclosure:**
Accepted: 3/7/2023 3:48:20 PM
ID: 181065a1-3d71-4afa-84a5-f9b5c3368425

| | | |
|---|---|---|
| SS_Contracts and Purchasing<br>SSContractsandPurchasing@thorntonco.gov<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 3/10/2023 8:22:01 AM |

**Electronic Record and Signature Disclosure:**
Accepted: 3/9/2023 6:55:51 AM
ID: 837297cb-276c-43fd-9525-24077f3676d6

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 3/6/2023 11:28:37 AM |
| Certified Delivered | Security Checked | 3/10/2023 8:21:46 AM |
| Signing Complete | Security Checked | 3/10/2023 8:21:58 AM |
| Completed | Security Checked | 3/10/2023 8:22:01 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

## Electronic Record and Signature Disclosure

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SHI OBO City of Thornton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact SHI OBO City of Thornton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: clerk@ThorntonCO.gov

**To advise SHI OBO City of Thornton of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clerk@ThorntonCO.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from SHI OBO City of Thornton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clerk@ThorntonCO.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with SHI OBO City of Thornton**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to clerk@ThorntonCO.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO City of Thornton as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of Thornton during the course of your relationship with SHI OBO City of Thornton.

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# 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 Thornton Police Department with a place of business at 9551 Civic Center Dr, Thornton, Colorado 80229 ("**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)

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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 and shall continue for a period of Five (5) years. The Term of the Agreement shall commence once executed by both parties ("Effective Date") and shall continue for five (5) years ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive one-year terms.

B. **Termination**. Prior to expiration of the Term, either party may terminate this MOU for its convenience, and in its sole discretion, by providing written notice thirty (30) days before termination. Likewise, 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

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MOU, Agency will Immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of any one-year 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. 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. **Governmental Immunity**. The Parties hereto understand and agree that Thornton, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time it may be amended, or otherwise available to Thornton, its agents, officers, or employees. Furthermore, nothing in the Agreement shall be construed to create or constitute any admission of liability and it is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver of Thornton's governmental immunity or as an express or implied acceptance of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the damages allowable under the Colorado Governmental Immunity Act nor does it operate as a pledge of the full faith and credit of Thornton or as the assumption of a debt, contract or liability in violation of Article XI, Section 1 of the Constitution of Colorado. The obligations of this Section shall survive termination of this Agreement.

10. **Limitation of Liability**.

**A. Limitation on Direct Damages. EXCEPT FOR ITS INDEMNIFICATION AND INSURANCE OBLIGATIONS, 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 THE AGENCY, FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA**

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**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.**

11. **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.

ii. 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.

iii. 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.

iv. 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.

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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 is this MOU is intended to conflict with or violate State or Federal laws, regulations and policies. 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**.

A. 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.

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B. Privacy Policy. If there is any conflict between Flock's Privacy Policy, the terms of this MOU shall control, and prior to making a material change to Flock's privacy policies, Flock shall send the Agency written notice, which includes a clear explanation of the proposed changes.

C. Verification of Safeguards. Upon Agency's written request, Flock shall provide or make available to Thornton for review, verification of Flock's administrative, physical and technical safeguards are in compliance with industry standards and best practices: (i) a third-party network security audit report, or (ii) certification from Flock indicating that an independent vulnerability or risk assessment of the Flock's data security program has occurred.

D. No End User Agreements. In the event that Flock enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with Agency's users, the Parties agree that in the event of a conflict between the terms of any such agreement and this MOU, the terms of this MOU shall control.

E. Infringement Indemnity. Flock will defend and indemnify Agency from and against all claims, liabilities, damages and costs, including attorney fees and other legal expenses ("Claims"), relating to any actual or alleged infringement by any services of any patent, copyright, trade secret or other intellectual property right or proprietary right of anyone; provided such defense is conditioned on the following: (a) that Flock shall be promptly notified in writing by Agency following its receipt of any such claim; and (a) that Flock shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

F. No Assignment. Flock shall not assign or subcontract any of its rights or obligations hereunder without the express written consent of Agency.

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.** **Thornton Police Department**

This Agreement is expressly subject to and will not become effective or binding on Thornton until it is fully approved and executed by Thornton.

APPROVED AS TO LEGAL FORM:
Tami Yellico, City Attorney

By: DocuSigned by: Michael Hickman AC87E8D6E9E44C8...
Michael Hickman
Assistant City Attorney II

CITY OF THORNTON, COLORADO:

DocuSigned by: Kimberly Newhart 27C51A9BDA664B8...
Kimberly Newhart
Finance Director

ATTEST:

DocuSigned by: D57962BD4ECE4A2...
Kristen N. Rosenbaum
City Clerk

CITY OF THORNTON, COLORADO:

DocuSigned by: Sean Saddler 31744714E1834C9...
Sean Saddler, PE
Contracts and Purchasing Director

FLOCK GROUP INC:

DocuSigned by: Alex Latraverse D7432021602B481...
Signature

Alex Latraverse
Print Name

CRO
Title

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**City of Thornton**

# MEMORANDUM
## Support Services

**DATE:** January 20, 2022

| Route to: | Date Signed | Initials |
|---|---|---|
| Carolina Rodriguez, Paralegal (for logging) | 1/21/2022 | |
| Michael Hickman, Assistant City Attorney II | 1/21/2022 | |
| Erika Senna, Budget Manager (for review) | 1/24/2022 | |
| Kimberly Newhart, Finance Director | 1/24/2022 | |
| Sean Saddler, PE, Contracts & Purchasing Director | 1/24/2022 | |
| Kristen N. Rosenbaum, City Clerk | 1/24/2022 | |

**FROM:** Andrew Miskell, CPPB, Sr. Purchasing Analyst
Megan deGrood, CPPB, Purchasing Manager

**SUBJECT:** Agreement with Flock Group Inc., requiring your signature

**PROJECT:** Flock Camera System MOU, 118-22

---

**BUDGET IMPACTS: $0.00**

This Agreement is required for usage of the Flock camera system for Thornton Police.

**The enclosed documents are submitted for your review and signature.**

☒ Prior Legal review by Michael Hickman

☐ This is a routine document with standard revisions/customization to the menu driven items of Thornton's standard document.

☐ This document contains modifications (listed below) to Thornton's routine document which may be considered out of the ordinary or of note and may require additional review. _____

☐ Current Master

☐ Other Master

file: Flock Camera System MOU, 118-22

Customer Department: Thornton Police Department

DocuSign

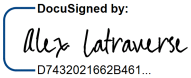
## Certificate Of Completion

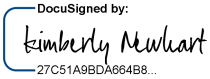
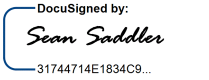
Envelope Id: 4D8BC9141B5D42FFA9B0AFFDD1CF84F0
Status: Completed
Subject: Signature Required for new MOU Agreement
Source Envelope:
Document Pages: 8
Signatures: 5
Certificate Pages: 6
Initials: 8
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Andrew Miskell
9500 Civic Center Drive
Thornton, CO 80229
Andrew.Miskell@ThorntonCO.gov
IP Address: 199.117.212.4

## Record Tracking

Status: Original
1/20/2022 1:28:18 PM
Holder: Andrew Miskell
Andrew.Miskell@ThorntonCO.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Andrew Miskell<br>andrew.miskell@thorntonco.gov<br>SHI OBO City of Thornton<br>Security Level: Email, Account Authentication (None) | DS<br><br>Signature Adoption: Drawn on Device<br>Using IP Address: 199.117.212.4 | Sent: 1/20/2022 1:34:37 PM<br>Viewed: 1/20/2022 1:34:50 PM<br>Signed: 1/20/2022 1:35:31 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Andrew Miskell<br>andrew.miskell@thorntonco.gov<br>SHI OBO City of Thornton<br>Security Level: Email, Account Authentication (None) | **Completed**<br>Using IP Address: 199.117.212.4 | Sent: 1/20/2022 1:37:14 PM<br>Viewed: 1/20/2022 1:37:30 PM<br>Signed: 1/20/2022 1:37:41 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Megan deGrood<br>Megan.deGrood@ThorntonCO.gov<br>SHI OBO City of Thornton<br>Security Level: Email, Account Authentication (None) | DS<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 199.117.212.4 | Sent: 1/20/2022 1:35:33 PM<br>Viewed: 1/20/2022 1:50:10 PM<br>Signed: 1/20/2022 1:50:32 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Alex Latraverse<br>Lat@FlockSafety.com<br>CRO<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br><br>D7432021662B461...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 73.7.86.182 | Sent: 1/20/2022 1:50:34 PM<br>Viewed: 1/20/2022 2:58:32 PM<br>Signed: 1/20/2022 2:58:43 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 1/20/2022 2:58:32 PM<br>ID: 1a169e23-dec4-4a25-aa44-d4d6d48d9e66 | | |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Carolina Rodriguez<br>Carolina.rodriguez@thorntonco.gov<br>SHI OBO City of Thornton<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 199.117.212.4 | Sent: 1/20/2022 4:25:42 PM<br>Viewed: 1/21/2022 10:17:25 AM<br>Signed: 1/21/2022 10:17:31 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Michael Hickman<br>Michael.Hickman@ThorntonCO.gov<br>Assistant City Attorney II<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 199.117.212.4 | Sent: 1/21/2022 10:17:33 AM<br>Viewed: 1/21/2022 1:36:07 PM<br>Signed: 1/21/2022 1:36:36 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 1/21/2022 1:36:07 PM<br>ID: 5830eb4e-84c9-4c0b-8135-bf30848bde40 | | |
| Erika Senna<br>Erika.Senna@ThorntonCO.gov<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 73.95.214.51 | Sent: 1/21/2022 1:36:38 PM<br>Viewed: 1/24/2022 7:33:31 AM<br>Signed: 1/24/2022 1:38:51 PM |
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| Kimberly Newhart<br>Kimberly.Newhart@ThorntonCO.gov<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 199.117.212.4 | Sent: 1/24/2022 1:38:54 PM<br>Viewed: 1/24/2022 1:53:00 PM<br>Signed: 1/24/2022 1:53:26 PM |
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| Sean Saddler<br>Sean.Saddler@ThorntonCO.gov<br>SHI OBO City of Thornton<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 199.117.212.4 | Sent: 1/24/2022 1:53:28 PM<br>Viewed: 1/24/2022 2:15:00 PM<br>Signed: 1/24/2022 2:24:04 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Kristen N. Rosenbaum<br>Kristen.Rosenbaum@ThorntonCO.gov<br>City Clerk<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 199.117.212.4 | Sent: 1/24/2022 2:24:06 PM<br>Viewed: 1/24/2022 3:22:08 PM<br>Signed: 1/24/2022 3:22:23 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 7/8/2020 2:24:52 PM<br>ID: bded6f2a-b706-4e79-96c3-b08da6b824e1 | | |

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|
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**Electronic Record and Signature Disclosure:**
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ID: a8e2f29e-99dd-496b-9acd-0b615bd15e84

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| SS_Contracts and Purchasing<br>SSContractsandPurchasing@thorntonco.gov<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 1/24/2022 3:22:25 PM |

**Electronic Record and Signature Disclosure:**
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| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 1/20/2022 1:34:38 PM |
| Certified Delivered | Security Checked | 1/24/2022 3:22:08 PM |
| Signing Complete | Security Checked | 1/24/2022 3:22:23 PM |
| Completed | Security Checked | 1/24/2022 3:22:25 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SHI OBO City of Thornton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact SHI OBO City of Thornton:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: clerk@ThorntonCO.gov

**To advise SHI OBO City of Thornton of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clerk@ThorntonCO.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from SHI OBO City of Thornton**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clerk@ThorntonCO.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with SHI OBO City of Thornton**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to clerk@ThorntonCO.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO City of Thornton as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of Thornton during the course of your relationship with SHI OBO City of Thornton.