



West Virginia E-Filing Notice

CC-06-2026-P-218

Judge: David Amsbary

To: Aubrey Sparks
ASparks@acluwv.org

NOTICE OF FILING

IN THE CIRCUIT COURT OF CABELL COUNTY, WEST VIRGINIA

Gregory E Jimison v. PATRICK FARRELL

CC-06-2026-P-218

The following complaint was FILED on 7/16/2026 4:22:32 PM

Notice Date: 7/16/2026 4:22:32 PM

Michael J. Woelfel
CLERK OF THE CIRCUIT COURT
Cabell County
750 5th Avenue, Suite 114
HUNTINGTON, WV 25701

(304) 526-8622

COVER SHEET

E-FILED | 7/16/2026 4:22 PM
CC-06-2026-P-218
Cabell County Circuit Clerk
Michael J. Woelfel

GENERAL INFORMATION

IN THE CIRCUIT COURT OF CABELL COUNTY WEST VIRGINIA

Gregory E Jimison v. PATRICK FARRELL

First Plaintiff:

☐ Business ☒ Individual
☐ Government ☐ Other

First Defendant:

☐ Business ☒ Individual
☐ Government ☐ Other

Judge:

David Amsbary

COMPLAINT INFORMATION

Case Type: Miscellaneous Proceedings

Complaint Type: Other - Civil

Origin: ☒ Initial Filing ☐ Appeal from Municipal Court ☐ Appeal from Magistrate Court

Jury Trial Requested: ☐ Yes ☒ No

Case will be ready for trial by: _____

Mediation Requested: ☐ Yes ☒ No

Substantial Hardship Requested: ☐ Yes ☒ No

☐ Do you or any of your clients or witnesses in this case require special accommodations due to a disability?

- ☐ Wheelchair accessible hearing room and other facilities
- ☐ Interpreter or other auxiliary aid for the hearing impaired
- ☐ Reader or other auxiliary aid for the visually impaired
- ☐ Spokesperson or other auxiliary aid for the speech impaired
- ☐ Other: _____

☐ I am proceeding without an attorney

☒ I have an attorney: Aubrey Sparks, PO BOX 3952 , CHARLESTON, WV 25339

SERVED PARTIES

Name: PATRICK FARRELL
Address: 800 Fifth Avenue, Huntington WV 25701
Days to Answer: 30 **Type of Service:** Sheriff - Including Copy Fee

Name: City of Huntington
Address: 800 Fifth Avenue, Huntington WV 25701
Days to Answer: 30 **Type of Service:** Sheriff - Including Copy Fee

IN THE CIRCUIT COURT OF CABELL COUNTY, WEST VIRGINIA

GREGORY E. JIMISON

Petitioner,

v.

Judge:

Civil Action No.

**PATRICK FARRELL, in his official
capacity, and CITY OF HUNTINGTON,**

Respondents.

VERIFIED PETITION FOR WRIT OF MANDAMUS

COMES NOW the above-named petitioner and respectfully request this Court issue a writ compelling the Defendants to comply with the clear, non-discretionary obligations placed upon them by the Codified Ordinances of Huntington, West Virginia, and the West Virginia Code. The unlawful acts of the City arise from the consideration, and ultimate approval, of 2026-R-89 and 2026-R-90 (hereinafter “Resolutions 89 and 90”) authorizing the Defendants to enter into a contract for Flock surveillance services in contravention of the law.

Statement of Facts

1. On June 22, 2026, it was discussed publicly for the first time that the City of Huntington was considering an agreement with Flock Group, Inc. d/b/a Flock Safety, often referred to as “Flock.”

2. Flock is a Georgia technology company with its principal place of business located at 1170 Howell Mill Road NW #210, Atlanta, Georgia 30318. It is registered with the West Virginia Secretary of State under the tradename of Flock.

3. Founded in 2017, Flock maintains a fleet of AI-powered camera systems, audio recorders, automated license plate readers, and surveillance drones.¹ These surveillance systems

¹ See e.g., “What is Flock?,” available at <https://www.flocksafety.com/what-is-flock> (last accessed July 15, 2026).

collect data on individuals' movements and behavior, which data is thereafter made available to enforcement agencies through paid subscriptions. As Flock surveillance systems have become more ubiquitous, the company has faced widespread concerns relating to civil rights, privacy, data security, and misuse.

4. Discussions of a partnership between Flock and the City of Huntington garnered more attention when it was reported that members of the Huntington Police Department and Mayor Patrick Farrell's office met with representatives of Flock over several months to discuss a potential contract. Emails between Flock and members of the City of Huntington government, including a May 13, 2026 email from Flock account executive Teddy Gorrell to City of Huntington employees, revealed that these meetings with members of the Huntington City Council were planned and structured to intentionally avoid meeting a quorum and, as a result, avoid public transparency.

5. On Friday, July 10, 2026, the City of Huntington responded to a West Virginia Freedom of Information Act request, made pursuant to W. Va. Code § 29B-1-1 *et seq.*, providing responsive documents concerning its potential relationship with Flock. The City's response included over one thousand pages of documents demonstrating that Respondents' agents had engaged in ongoing, previously undisclosed, efforts to develop and implement plans to work with Flock over a period of nearly nine (9) months.

6. On July 13, 2026, mere days after City residents learned City Council was considering adopting Flock surveillance technology, the Council was poised to vote on a resolution permitting Defendant Farrell to enter into the newly revealed Flock contract.

7. Huntington residents turned out in force opposing the proposed contract. Over fifty residents spoke against the resolution and proposed contract; the City Council meeting convened at 7:30 P.M. and did not adjourn until nearly 4:00 A.M. At times, the roar of conversation from the

auditorium was audible below in the council room, at one point prompting Huntington City Councilor Mary Beth Anderson to ask whether there was thunder outside.

8. Over the course of the eight-hour City Council meeting, the Council amended and approved Resolutions 89 and 90, authorizing the mayor to enter into contracts for “audio detection, live video cameras, and drone services and license plate recognition” and associated support services.

9. While the documents provided to the public and City Council leave many questions concerning Flock’s services in Huntington unanswered, one fact is clear: many of the surveillance systems slated to be installed by Flock will be placed upon public property. City documents indicate that the City intends to install approximately forty-four license plate readers, seventeen live video cameras, audio recorders, and two drones.

10. Of those many cameras, Flock account executive Teddy Gorrell wrote that “[t]here are currently 6 LPR [license plate reader] locations and potentially a few live video locations that require us to use a utility pole within the city. We need a Master Attachment Agreement from AEP that includes approval to attach our Flock devices on their poles.”

11. The implication of these documents is that at least some, if not most, of the Flock surveillance devices will be placed on city-owned property, if services are to be provided to the City as described in Resolution 2026-R-89.

12. The contract approved by the City Council and the City documents detailed the far-reaching services that Flock will provide. In addition to the automated license plate readers, Huntington would also be subject to live video recording, audio recording, and, in some instances, unmanned aerial vehicle (“drone”) monitoring.

Statement of Law

13. The contracts authorized to be entered into by 2026-R-89 and 2026-R-90 violate both Huntington City Ordinances and West Virginia State law.

14. Though a municipality may grant private access to public property, its ability to do so is limited by municipal ordinances, State code, and relevant case law. This includes prohibitions on how public property may be used by for-profit corporations.

15. Public property cannot be made available to private parties gratuitously or for private advantage; access is granted through defined legal mechanisms, each designed to secure a public benefit and each carrying procedural safeguards that ensure transparency and accountability in the disposition of what belongs to the public. Here, the Codified Ordinances of Huntington only permit a grant of such right to a for-profit corporation to use public property as a franchise, license, easement, purchase, sale, lease, transfer, or special privilege. W. Va. Code §§ 8-12-18, 8-31-1; Huntington Ordinances ch. 913.

16. Additionally, when the services described within the contracts begin, Respondents and Flock Group, Inc., will be subject to state law claims concerning the operation of these systems. While such claims are not properly brought in the present mandamus action, Petitioner notes that this action concerns only the process by which the contracts were approved and does not address or disclaim any substantive claims that shall arise should the contracts go into effect as described.

17. With respect to the present action, Huntington Ordinance 913.24(a) places restrictions upon how public property may be used. That ordinance mandates that:

[n]o person, firm or corporation within the city limits shall use or utilize any city-owned property or city right-of-way, or any state-owned property or state right-of-way located within the city limits, in any manner to advertise or **otherwise conduct any private business**, or display any insignia or signs

relating thereto, except to the extent that such use is authorized under applicable city ordinances and provided that the requirements of such city ordinances are met.

Huntington Muni. Ord 913.24(a) (emphasis added).

18. As described above, initial documents provided by the City indicate that a substantial portion of Flock surveillance devices will be placed on city-owned land. None of these mechanisms authorizes the placement and operation of a private, for-profit surveillance system on public property in the manner the City has purported to approve here, and none of the procedures attending any such mechanism was followed.

19. Flock's installation and operation of surveillance equipment on public property is, ultimately, the conduct of a private, for-profit enterprise. Specifically, Flock intends to use the data it collects to train its own proprietary systems so that it may then resell its services to others.

20. Under the contract presented to the City, Flock does not convey its equipment or the data it collects to the City; rather, Flock retains ownership of the data generated by its cameras, recorders, and readers, and furnishes access to that data to the City in exchange for payment.

21. While the rights to "customer data" are retained by the City, Flock retains a "limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock's products and services."

22. While flock has a perpetual license to derive benefit from the surveillance of Huntington residences, the City of Huntington only is able to access such information so long as they pay for Flock's service. The contract provided to the city makes this clear, stating "[f]or clarity, Flock retains the exclusive right to determine and control the method, timing, format, and

medium of such access or delivery, and is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the web interface.”

23. The City thus pays Flock first to install surveillance devices on city-owned property and pays Flock again for access to the very data those devices collect from the City’s own residents on the City’s own land.

24. The Respondents’ actions, purportedly authorizing the use of public property for private corporate profit is directly counter to the plain language of the Codified Ordinances of Huntington, and is therefore *ultra vires* and void.

25. Were the City to assert that such use was authorized by City Ordinances, Respondents would need to be able to establish that an ordinance permits such use by Flock, and that the procedural requirements of such ordinance were complied with prior to such contracts being entered into between Mayor Farrell, on behalf of the City, and Flock.

26. Article 913 contemplates a franchise as a method by which such authority could be granted, discussing the limitations of such grant in the following subsection. Huntington Ordinance 913.24(b). The grant of such franchise is governed by Huntington Ordinance 913.02 and 913.03 and W. Va. Code § 8-31-1.

27. Huntington Ordinance 913.01(d) defines a franchise as “an exclusive or nonexclusive right granted by the city for the use of any part of a street, sidewalk, alley, way or other public place within the city for the rendering of a public service.”

28. The West Virginia Supreme Court of Appeals considered the features of franchise in *Chesapeake & Potomac Tel. Co. of W. Va. v. City of Morgantown*: “[t]he primary object of all grants of franchises in the United States is to benefit the public. The primary object is not the procuring of revenue; efficient and reliable service at reasonable rates is far more important, and

it is the direct object to be obtained.” *Chesapeake & Potomac Tel. Co. of W. Va. v. City of Morgantown*, 144 W. Va. 149, 156, 107 S.E.2d 489, 493 (1959) (internal citations omitted).

29. Given that the primary object of a franchise must be public benefit, rather than private revenue, the ordinances permit a private party to use public property only where that use is subordinate to, and in service of, a broader public benefit. A public utility offers the clearest example: its private operation is tolerated because it delivers an essential service to the community, with any private gain incidental to that service. When public property is used for private gain, such right is granted by a lease, requiring that the municipality receive fair value for its property.

30. The issuance of a franchise requires adherence to strict procedural rules that permit public review and comment. When the City of Huntington wishes to grant a franchise, the person seeking such franchise must submit an application, the City must hold a public hearing and publish sufficient notice for the public to attend, and the City Council must make the ultimate determination as to whether such franchise issues. W. Va. Code § 8-31-1, incorporated by reference in Huntington Ordinances 913.02 and 913.03.

31. Here, the City followed none of these procedures. No person submitted an application for a franchise to operate a surveillance system on public property. No public hearing was held on that question. No notice of any such hearing was published. And the City Council never made—nor was it ever asked to make—the determination that W. Va. Code § 8-31-1 and Huntington Ordinances 913.02 and 913.03 require. No franchise was granted, and none could have been on this record.

32. Nor can the City’s action be recharacterized as some other form of grant. The methods by which a municipality may authorize a private party to use public property are limited: franchise, license, easement, special privilege, sale, lease, or transfer. W. Va. Code §§ 8-12-18, 8-

31-1; Huntington Ordinances ch. 913. The City has not satisfied the procedural requirements of any of them.

33. Both law and fact establish that the Defendants did not, and could not, grant Flock an easement to operate on public property. The instrument granting an easement must comport with W. Va. Code § 36-3-5a, which requires the property subject to the easement to be described with specificity. The West Virginia Supreme Court of Appeals has further held that, “it is well-established that there still must be a sufficient description which serves as a guide to identify the land upon which the easement is located.” *Folio v. City of Clarksburg*, 221 W. Va. 397, 401, 655 S.E.2d 143, 147 (2007). A description insufficient to identify the land renders a purported easement void for uncertainty. Syl. Pt. 2, *Highway Properties v. Dollar Savings Bank*, 189 W. Va. 301, 431 S.E.2d 95 (1993) (quoting Syl. Pt. 1, *Hoard v. Railroad Co.*, 59 W. Va. 91, 53 S.E. 278 (1906)).

34. Here, Defendants did not record any instrument granting an easement for the installation and operation of the surveillance equipment. Moreover, even if an unrecorded instrument exists, the contracts contemplate that the locations of the equipment may be changed during performance. Such an arrangement is inconsistent with the creation of an easement, which requires the property subject to the easement to be described with sufficient specificity to identify the land upon which the easement is located.

35. Accordingly, to the extent Defendants contend that the contracts themselves, or any other instrument, grant an easement over public property, any such purported easement fails to satisfy the requirements of West Virginia law and are therefore invalid.

36. The facts and law similarly foreclose the possibility that the Defendants granted a procedurally compliant lease pursuant to W. Va. Code § 8-12-18(c). That provision requires that

leases must be granted for “fair and adequate consideration” and may not be granted for a term exceeding 50 years. *Id.* Additionally, municipal leases must comply with procedural requirements, including requirements that, “[e]very lease shall be authorized by resolution of the governing body of the municipality...” and that prior to a resolution authorizing such lease, “a public hearing on the proposed lease shall be held” the details of which are to be published as a Class I legal advertisement. W. Va. Code § 8-12-18(c).

37. Here again, the required procedures were not observed. The City held no public hearing on any proposed lease of public property to Flock, and published no Class I legal advertisement of such a hearing. Nor did the Council authorize any lease by a resolution directed to that purpose; Resolutions 89 and 90 authorized the Mayor to enter into contracts for surveillance services, not the lease of public property for fair and adequate consideration. Whatever the arrangement between the City and Flock may be, it is not a lease that satisfies W. Va. Code § 8-12-18(c).

38. A writ of mandamus requires three elements coexist: (1) the existence of a clear right in the petitioner to the relief sought; (2) the existence of a legal duty on the part of the respondent to do the thing the petitioner seeks to compel; and (3) the absence of another adequate remedy at law. Syl. Pt. 1, *State ex rel. Sams v. Comm’r, W. Virginia Div. of Corr.*, 218 W. Va. 572, 625 S.E.2d 334 (2005) (quoting Syl. Pt. 3, *Cooper v. Gwinn*, 171 W. Va. 245, 298 S.E.2d 781 (1981)).

39. Huntington residents have a clear legal right in the lawful operation of their government; this right is particularly evident with respect to local ordinances meant to increase financial transparency and protect the public interest. The West Virginia Supreme Court of Appeals has previously held that West Virginians have a right for agents of their government to behave

lawfully. See Syl. Pt. 1, *State ex rel. W. Virginia Highlands Conservancy, Inc. v. W. Virginia Div. of Env't Prot.*, 193 W. Va. 650, 651, 458 S.E.2d 88, 89 (1995) (“ . . . citizens should not have to resort to lawsuits to force government officials to perform their legally prescribed nondiscretionary duties.”)

40. Defendants’ legal duty is equally clear. Both the Huntington Ordinances and the relevant state law use mandatory language, declaring that the City “shall” or “shall not” issue a franchise, based upon whether the procedural requirements of the statute have been satisfied. Huntington Ordinance 913.02 and 913.03 and W. Va. Code § 8-31-1; *See also* Syl. Pt. 2, *Terry v. Sencindiver*, 153 W. Va. 651, 651, 171 S.E.2d 480, 480 (1969) (“The word ‘shall,’ in the absence of language in the statute showing a contrary intent on the part of the legislature, should be afforded a mandatory connotation.”)

41. Mandamus is the proper remedy to compel a state actor to comply with their non-discretionary duties, and no adequate alternate remedy exists at law.

42. Petitioner is a taxpaying resident of Huntington who is entitled to pursue this mandamus action. Syl. Pt. 1, *Frantz v. Wyoming Cnty. Ct.*, 69 W. Va. 734, 73 S.E. 328, 328 (1911) (“A citizen, taxpayer, or voter in any proper case may maintain mandamus to compel a public tribunal to perform a ministerial duty, imposed upon it by law in favor of the public without showing any special or pecuniary interest in the performance thereof.”)

PRAYER FOR RELIEF

WHEREFORE, Petitioner respectfully requests this court issue the following relief:

- (a) Issue a Rule to Show Cause why the relief requested in this Petition should not be granted;

- (b) Issue a Writ of Mandamus directing the Respondents to fully comply with Huntington Ordinance 913.24(a), requiring that the City only permit private, corporate use of public land as permitted by that section;
- (c) A Declaration finding that, without further action by the Respondents, no lawful right has been conveyed to Flock Group, Inc. permitting such corporation to use conduct private business on city-owned property;
- (d) Award Petitioner reasonable attorney's fees and costs in bringing this action; and
- (e) All other relief the Court deems equitable and just.

Respectfully submitted,
GREGORY E. JIMISON
By and through counsel,

/s/ Aubrey Sparks

Aubrey Sparks (WV Bar # 13469)
Robb Livingood (WV Bar # 11974)
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VERIFICATION

I, **Gregory Jimison**, being first duly sworn, state that I am a Petitioner in this matter and that the facts, averments, and allegations set forth in the foregoing Petition are true and accurate to the best of my belief and knowledge.

Gregory Jimison
Signature

7/16/26
Date

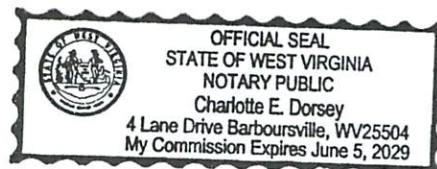
STATE OF WV,

COUNTY OF CABELL, SS:

This verification was sworn to or affirmed before me on the 16th day of July 2026, by Gregory Jimison.

My commission expires 06/05/2029.

Charlotte E Dorsey
Notary Public



A RESOLUTION OF COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT FOR AUDIO DETECTION, LIVE VIDEO CAMERAS, AND DRONE SERVICES AND LICENSE PLATE RECOGNITION.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUNTINGTON, CABELL AND WAYNE COUNTIES, WEST VIRGINIA, that the Mayor is hereby **AUTHORIZED** to enter into a professional services contract with Flock Group, Inc., to provide the Huntington Police Department with audio detection, live video cameras, and drone services and license plate recognition. The annual cost is Three Hundred Ninety-Four Thousand Seven Hundred Eighty-Five Dollars (\$394,785.00) for the first year, and Four Hundred Thirty-Eight Thousand Two Hundred Twenty Dollars (\$438,220.00) per year for the next four years. The expense is paid through the Huntington Police Department contracted services budget line.

SPONSORED BY: _____

APPROVED AS TO FORM BY: EBH _____

ACTION TAKEN BY COUNCIL: _____

DATE: _____

LISA ADKINS, CITY CLERK

DATE: _____

PATRICK J. FARRELL, MAYOR

APPROVE

DATE: _____

VETO

Master Services Agreement

This Master Services Agreement (this “**Master Services Agreement**”) is entered into by and between Flock Group Inc, with a place of business at 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318 (“**Flock**”), and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). The Agreement is effective as a binding agreement between the Parties as of the Effective Date.

1. DEFINITIONS

- 1.1. “**Agreement**” means this Master Services Agreement, any exhibits attached hereto, the Reinstall Fee Schedule, the Customer Implementation Guide, and each Order Form, each of which is incorporated by reference herein.
- 1.2. “**Applicable Law**” means all federal, state, and local laws and regulations, including those related to the recording or sharing of data, video, photo, or audio content, in each case to the extent directly applicable to the respective Party’s performance of its obligations under this Agreement.
- 1.3. “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Flock Services on behalf of Customer pursuant to the Agreement, who have been (a) granted access to the Flock Services by Customer in its exercise of reasonable discretion relating to the receipt of the Flock Services hereunder by Customer, and (b) from whom Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in the Agreement.
- 1.4. “**Confidential Information**” means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Confidential Information includes financial, product, and other business information of either Party. Notwithstanding the foregoing, Confidential Information does not include information that the receiving Party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (b) was rightfully in the receiving Party’s possession or known by it prior to receipt from the disclosing Party; (c) is rightfully disclosed without restriction to the receiving Party by a third-party without violation of obligation to the disclosing Party; or (d) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.
- 1.5. “**Customer Data**” means all (a) data and information captured by Flock Hardware on behalf of Customer through the Flock Services (e.g., images, audio, and/or video) and the metadata associated therewith, (b) content input into the Web Interface by Customer or its Authorized End Users, and (c) data and information provided to Flock through the Flock Services by third parties at Customer’s direction.
- 1.6. “**Customer Hardware**” means the third-party hardware owned, or otherwise provided, by Customer and any other physical elements that interact with the Flock Software to provide the Flock Services.

- 1.7. **"Customer Implementation Guide"** means the terms and conditions related to implementation located at <https://www.flocksafety.com/implementation-guide>.
- 1.8. **"Effective Date"** means the date this Master Services Agreement is executed by both Parties.
- 1.9. **"Feedback"** means any ideas, advice, recommendations, suggestions, enhancement requests, feedback, or proposals provided by, or on behalf of, Customer or its personnel to Flock related to Flock Property.
- 1.10. **"Flock Software"** means the (a) software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware; and (b) the software functionality of the Web Interface that enables system access and use.
- 1.11. **"Flock Hardware"** means all Flock device(s) and physical elements provided by Flock in connection with the Flock Services.
- 1.12. **"Flock Property"** means the Flock Services, the Flock Software, Flock Hardware, the Web Interface, Flock's Confidential Information, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including Flock's technology, patents, trade secrets, trademarks, proprietary methods, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock Property also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of Flock Property.
- 1.13. **"Flock Services"** means the services provided by Flock under the Agreement as set forth in the applicable Order Form, including access to and use of the Web Interface by Customer and the provision of Flock Software and Flock Hardware.
- 1.14. **"Force Majeure Event"** means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.
- 1.15. **"Order Form"** means any Flock Order Form entered into by the Parties on the date hereof or following the Effective Date and incorporated herein by reference. Each Order Form will describe the Flock Services to be performed and the period for performance.
- 1.16. **"Permitted Purpose"** means a legitimate public safety and/or business purpose, including the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.
- 1.17. **"Reinstall Fee Schedule"** means the fee schedule set forth at <https://www.flocksafety.com/reinstall-fee-schedule>.
- 1.18. **"Retention Period"** means the time period that footage captured by the Flock Hardware or Customer Hardware via the Flock Services and the associated metadata is stored by Flock, as specified in the applicable Order Form.
- 1.19. **"Web Interface"** means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services.
2. **ACCESS AND USE**

- 2.1. Provision of Access.** Subject to compliance with the terms of the Agreement, Flock grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable right to access and use the Flock Services via the Web Interface during the term of this Agreement, solely for the Permitted Purpose. Customer shall access the Flock Services through the Web Interface only (a) through its Authorized End Users acting within the scope of their service for Customer; (b) for the internal use of Customer; and (c) from and within the United States.
- 2.2. Authorized End Users.** Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without Flock's prior written permission. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer shall be responsible for all acts and omissions of Authorized End Users in connection with their access and use of the Flock Services, including each Authorized End User's compliance with the terms of the Agreement and Applicable Law. Customer shall terminate any Authorized End User's access to the Flock Services (a) when such person no longer meets the definition of "Authorized End User;" (b) if conduct by such Authorized End User breaches any term of the Agreement; or (c) upon such Authorized End User's indictment, arrest, or conviction for any felony offense. Flock may restrict, suspend, or terminate an Authorized End User's access to the Flock Services if Flock determines, in its reasonable discretion, that such access has an adverse effect on Flock or any of its customers. Customer is responsible for any use of data, information, or services obtained through the Flock Services by Authorized End Users.
- 2.3. Access and Use Restrictions.** Except as expressly permitted under the Agreement, Customer shall not and shall cause its Authorized End Users not to: (a) access or use Flock Property in connection with the provision of any services to third parties; (b) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third-party any Flock Property; (c) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Flock Property; (d) use Flock Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including introduction of any viruses or malware into the Web Interface; (e) use Flock Property or any part or aspect thereof in violation of Applicable Law or to mislead or harass anyone; or (f) use Flock Property, except as specifically permitted under the Agreement. Use of, or access to, Flock Property not in accordance with the terms of the Agreement is strictly prohibited. Any violation of this Section 2 will cause Flock irreparable and immediate harm, and Flock is entitled to injunctive relief to prevent such violation. In the event of a violation of this Section 2.3, Flock may temporarily suspend Customer and/or any Authorized End User's access to any portion or all of the Flock Property (a "**Service Suspension**").

Customer shall not be entitled to any remedy for any Service Suspension imposed in accordance with the Agreement, including any reimbursement, tolling, or credit.

3. SERVICES AND SUPPORT

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

3.2. Service Disruptions. Flock Services may be disrupted in the event that: (a) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by Applicable Law; (b) any third-party services required for Flock's provision of the Flock Services are interrupted; (c) the Flock Services are being used for malicious, unlawful, or otherwise unauthorized purposes; (d) there is a threat or attack on any Flock Property by a third-party; or (e) there is scheduled or emergency maintenance (**"Service Disruption"**). Flock will make commercially reasonable efforts to provide written notice of any Service Disruption to Customer, to provide updates, and to resume providing access to the Flock Services as soon as reasonably possible after the event giving rise to the Service Disruption. To the extent the Service Disruption is not caused by Customer's direct actions or omissions (or those of parties associated with Customer), the term of the Flock Services affected by such Service Disruption will be tolled by the duration of the Service Disruption for any continuous disruption lasting at least one (1) full day. For example, in the event of a Service Disruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the term of the applicable Order Form. The remedy of a credit described in this Section 3.2 will be Customer's sole and exclusive remedy for the acts or omissions of Flock relating to such Service Disruption.

4. DATA USE AND LICENSING

4.1. Customer Data. As between Flock and Customer, all right, title, and interest in and to Customer Data belong to and are retained by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock's products and services. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the method, timing, format, and medium of such access or delivery, and is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the Web Interface. To the extent any Customer Data constitutes Personal Information (as defined under Applicable Laws), Flock will process such data in accordance with Applicable Law and the privacy policy set forth at <https://www.flocksafety.com/legal/privacy-policy>.

4.2. Flock Property. Except for the right to use Flock Property subject to the terms and conditions contained herein, the Agreement does not confer on Customer a license in, ownership of, or interest in Flock Property. Flock developed or acquired Flock Property

exclusively at its private expense. As between the Parties, Flock Property and all right, title, and interest in and to it is and will remain the exclusive property of Flock.

- 5. CONFIDENTIALITY.** Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (a) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (b) as agreed in writing by the other Party; (c) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure; and provided further that it is responsible for all acts and omissions of any such recipient in violation of this Section 5); (d) as required by law, including any court order, subpoena, or other valid legal process, provided that receiving Party shall, to the extent permissible, give the disclosing Party reasonable prior notice of such disclosure; or (e) as requested by a government agency to address the risk of imminent harm to any person. Any violation of this Section 5 may cause the non-violating Party irreparable and immediate harm, and such Party is entitled to injunctive relief to prevent such violation. Upon termination of this Agreement, all Confidential Information will be returned to the disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof.

6. PAYMENT OF FEES

- 6.1. Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices thirty (30) days from the date of each such invoice. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days following the date of the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of the Flock Services until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Customer shall direct all queries regarding billing or payment concerns to billing@flocksafety.com. Flock may impose a late fee equal to the lesser of (a) 1.5%, or (b) the highest rate permitted by Applicable Law, each month on all amounts overdue beyond ten (10) days, but this charge will not waive or extend any obligation of Customer to make payments when due.
- 6.2. Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the term of the applicable Order Form. Any such changes to fees shall only impact subsequent renewal terms.
- 6.3. Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amounts subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate

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

7. TERM AND TERMINATION

7.1. Term. This Master Services Agreement will be effective from the Effective Date and will continue in full force and effect until terminated as set forth herein. The term of each Order Form will be as set forth therein. Unless otherwise indicated on the Order Form, the subscription term of the Order Form shall be tied to the first installation of Flock Hardware, as applicable.

7.2. Termination. Upon termination or expiration of the Agreement or any applicable Order Form, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. Either Party may terminate this Agreement effective upon written notice to the other Party if (a) the other Party defaults in performance of any material provision of the Agreement and such default is not cured within (30) days following written notice describing the specific default; (b) the other Party violates Applicable Law; (c) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (d) the other Party is adjudged bankrupt; (e) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (f) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (g) the other Party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; (h) the other Party makes an assignment of its assets for the benefit of its creditors; or (i) there are no active Order Forms under this Master Services Agreement. In the event Customer terminates the Agreement pursuant to Section 7.2(a), Flock will refund Customer a pro-rata portion of the pre-paid fees for the Flock Services not received prior to the date of termination.

7.3. Survival. The following Sections will survive termination: 1, 4, 5, 6, 7, 8.5, 9, and 11.

7.4. Payment Upon Termination. Upon termination of the Agreement or any Order Form for any reason, Customer shall pay to Flock all amounts due hereunder for all Flock Services rendered through the date of termination in accordance with the terms of the Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. Manufacturer Defect. Upon a malfunction or failure of Flock Hardware (a “**Defect**”), Customer must notify Flock’s technical support team. Flock shall conduct an inspection or test any Customer-reported Defect within seven (7) business days of notification, and Flock shall use commercially reasonable efforts to repair or replace, in Flock’s sole discretion, the defective Flock Hardware at no additional cost to Customer.

8.2. Flock Representations and Warranties. Flock represents and warrants to Customer that (a) the Flock Services, when used properly and as expressly authorized by Flock, do not infringe any valid patent, registered copyright, or other registered intellectual

property right under the laws of the United States, provided that Flock makes no warranty to the extent that such infringement results from (i) use of the Flock Services by Customer in combination with any data, software, or equipment provided by Customer or any third party that could have been avoided by use or access of the Flock Services without such data, software, or equipment, or (ii) any breach of an agreement by, or any negligent or other wrongful act or omission of, Customer or any party acting on behalf of Customer; (b) Flock's personnel will perform the Flock Services in a professional and workmanlike manner; and (b) Flock's personnel performing the Flock Services will be trained and will perform the Flock Services in all material respects in accordance with prevailing industry standards.

8.3. Customer Representations and Warranty. Customer represents and warrants to Flock that Customer shall use the Flock Services only in compliance with the Agreement, the Permitted Purpose, and Applicable Law.

8.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the requisite corporate power and authority to execute and perform its obligations under the Agreement; (b) the person executing the Agreement on its behalf has the authority to bind it hereunder and that such Party's execution of the Agreement is not in violation of such Party's bylaws, certificate of incorporation, or other comparable document; (c) the execution, delivery, or performance of the Agreement will not violate or conflict with, require consent under, or result in any breach or default of (i) Applicable Law, or (ii) any covenants or agreements by which such Party or any of its assets are bound; and (d) each Party will comply with Applicable Law.

8.5. Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE FLOCK 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 FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE FLOCK SERVICES ARE PROVIDED "AS IS," AND FLOCK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER. THIS SECTION 8.5 APPLIES TO THE EXTENT PERMITTED BY LAW.

8.6. Insurance. Flock will maintain the insurance policies set forth on Exhibit A attached hereto.

9. LIMITATION OF LIABILITY. FLOCK'S CUMULATIVE, AGGREGATE LIABILITY IN CONNECTION WITH, OR ARISING IN ANY WAY OR IN ANY DEGREE FROM, THE AGREEMENT, FROM THE FLOCK SERVICES, OR OTHERWISE FROM THE ACTS OR OMISSIONS OF FLOCK WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO FLOCK IN THE TWELVE (12) MONTHS BEFORE SUCH CLAIM AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES; ADDITIONAL OVERHEAD AND PAYROLL; LOST PROFITS OR BUSINESS OPPORTUNITIES; LOSS OF DATA; OR THE COST OF

PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES. THIS SECTION 9 APPLIES TO THE EXTENT PERMITTED BY LAW. Customer hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

10. FLOCK HARDWARE (APPLICABLE ONLY WHERE CUSTOMER HAS LICENSED FLOCK HARDWARE)

- 10.1. Flock Hardware.** Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust, or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and Flock shall be entitled to terminate the Agreement in accordance with Section 7.2(a). Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default, and Flock shall have the right to enforce any other legal remedy or right.
- 10.2. Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan associated with each Order Form (each, a "**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, and/or changes to heights of poles will incur a fee as set forth in the Reinstall Fee Schedule. Customer will receive prior notice and confirm approval of any such fees.
- 10.3. Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.
- 10.4. Replacements** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee as set forth in the Reinstall Fee Schedule. In the event Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to the Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.
- 10.5. Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or 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 the Agreement, Flock shall have the right to cease work immediately.

11. MISCELLANEOUS

- 11.1. Severability.** If any provision of the Agreement is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.
- 11.2. Assignment.** Neither Party may assign the Agreement or any right under the Agreement, in each case by operation of law or otherwise, except as otherwise permitted hereunder without the prior written consent of the other Party, and any attempt to assign the Agreement or any right under the Agreement in breach of the provisions of this Section 11.2 shall be null and void. The foregoing notwithstanding, either Party may assign the Agreement upon written notice to the other Party in connection with (a) any reorganization, conversion, consolidation or merger of such Party, (b) any transaction resulting in the holders (together with their affiliates) of a majority of the voting securities, membership interest or right to appoint a majority of the members of the board of directors or similar governing body of such Party as of immediately prior to such transaction, holding less than such a majority as of immediately after such transaction, or (c) any sale, transfer or exclusive license of all or a majority of the assets of such Party that are pertinent to the Agreement or, in each case of (a) through (c) whether consummated in one transaction or a series of related transactions. For the avoidance of doubt, the assigning Party and the assignee will remain liable jointly and severally for any unperformed obligations under the Agreement or any breach hereof arising prior to the effective date of any assignment of the Agreement. The Agreement is binding on the Parties and their successors and permitted assigns.
- 11.3. Entire Agreement.** The Agreement constitutes the entire agreement between the Parties relating to the Flock Services and supersedes all prior agreements, understandings, and representations relating to the Flock Services. No waiver or modification to the Agreement will be effective or binding unless signed by Customer and a duly authorized representative of Flock, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of the Agreement or be binding upon Flock, and any such terms are expressly rejected. Any mutually agreed purchase order is subject to the terms of the Agreement. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.
- 11.4. Relationship.** The Parties intend that nothing contained in the Agreement be construed to create an agency, partnership, joint venture, employment, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party.
- 11.5. Governing Law; Dispute Resolution.** The Agreement, and any controversy or claim arising out of or relating to the Agreement (each, a "**Dispute**") shall be governed exclusively by, and construed and enforced in accordance with, the laws of the State

of Georgia, without regard to its conflicts of laws principles. If any Dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle such Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The Parties further agree that any Dispute that remains unresolved by mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

- 11.6. Publicity.** Flock will obtain Customer's consent before using Customer's name or logo in a manner signifying an endorsement of Flock by Customer; provided, however that Flock may refer to Customer as a current customer without first obtaining Customer's consent.
- 11.7. Feedback.** Any Feedback: (a) is given to Flock without claim of intellectual property right by Customer, (b) by its receipt grants Flock a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use, and incorporate such Feedback into its software, services, or systems, or use as it otherwise deems necessary or desirable in its business, and (c) will not enable Customer to claim any interest in or ownership of Flock Property.
- 11.8. Export.** Customer may not remove or export from the United States or allow the export or re-export of Flock Property or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("**FAR**"), section 2.101, the Flock Services, Flock Hardware, and documentation are "commercial items" according to the Department of Defense Federal Acquisition Regulation ("**DFAR**") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment, or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.
- 11.9. Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.
- 11.10. Conflict.** To the extent of a conflict between the Agreement and any applicable statement of work or mutually-agreed purchase order, the Agreement controls unless explicitly stated otherwise. From time to time, Flock may offer certain special terms applicable to the Order Form in which they are included ("**Special Terms**"). To the

extent that any terms of this Master Services Agreement are inconsistent or conflict with the Special Terms set forth in any Order Form, the Special Terms shall control.

- 11.11. Notices.** All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.
- 11.12. Non-Appropriation.** All obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, if funds are not appropriated for a future fiscal year, Customer shall have the right to terminate the Agreement for non-appropriation at the end of the applicable fiscal year upon thirty (30) days' written notice to Flock. Customer shall remain responsible for all amounts incurred prior to termination, and non-appropriation shall not be based on discretionary budget decisions or operate as a termination for convenience right.
- 11.13. Construction.** When used in the Agreement, "including" means "including without limitation."
- 11.14. Force Majeure.**
- 11.14.1.** If a Force Majeure Event prevents a Party from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations; (b) that Party's inability to perform those obligations is not due to its failure to (i) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (ii) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (c) that Party complies with its obligations under Section
- 11.14.2.** During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under the Agreement.
- 11.15. Third Parties.** Except as explicitly set forth herein, none of the provisions of the Agreement will be for the benefit of or enforceable by any third-party.
- 11.16. Waivers.** No failure by a Party to insist upon the strict performance of any term or condition of the Agreement or to exercise any right or remedy hereunder will constitute a waiver.
- 11.17. Execution.** In connection with the Flock Services, a copy of a signed document sent by PDF or fax will be deemed an original in the hands of the recipient. The Agreement may be executed in counterparts and exchanged by electronic means, each of which shall be deemed an original, and both of which together constitute only one agreement between the Parties.

Each Party is signing the Agreement on the date stated below that Party's signature.

FLOCK GROUP, INC.

Customer: WV - Huntington PD

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

EXHIBIT A
INSURANCE

- 1. Required Coverage.** Flock shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under the Agreement and the results of that work by Flock or its agents, representatives, employees, or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of the Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of the Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (a) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (b) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.
- 2. Types and Amounts Required.** Flock shall maintain the following insurance coverage for the duration of the Agreement:

 - (a) Commercial General Liability** insurance written on an occurrence basis with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, liability assumed under an insured contract, independent contractors, broad-form property damage, and product and completed operations coverage;
 - (b) Workers Compensation** insurance in accordance with statutory limits;
 - (c) Professional Liability/Errors and Omissions** insurance with limits of Five Million Dollars (\$5,000,000) each claim and in the aggregate;
 - (d) Commercial Automobile Liability** insurance with a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
 - (e) Cyber Liability** insurance written on a per claim basis with limits of Five Million Dollars (\$5,000,000).

Flock Safety + WV - Huntington PD

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

MAIN CONTACT:
Teddy Gorrell
teddy.gorrell@flocksafety.com
+18046904559

Quote Number: Q-210826
Expiration Date: 07/16/2026

flock safety

flock safety

ORDER FORM

Customer: WV - Huntington PD
Legal Entity Name: WV - Huntington PD
Accounts Payable Email:
Address: 675 10Th St Huntington, West Virginia 25701

Initial Term: 60 Months
Renewal Term: 36 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$421,003.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	46	Included
Flock Safety Drone Hardware and Services			
Flock DFR - M4TD + Dock 3	Included	2	Included
Flock911 for Aerodome	Included	1	Included
Flock Safety Video Products			
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	17	Included
Flock Safety Audio Products			
Flock Safety Gunshot Detection - 1/4mi, fka Raven	Included	2	Included
Flock Safety Professional Services			
Flock OS 360	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	46	\$29,900.00
Video Camera Professional Services - Standard Implementation Fee	\$750.00	17	\$12,750.00

Subtotal Year 1: \$394,785.00
Annual Recurring Subtotal: \$438,220.00
Estimated Tax: \$0.00
Contract Total: \$2,147,665.00

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

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

If Customer is located in any of the state(s) listed at <https://www.flocksafety.com/legal/state-required-provisions>, the applicable state-required terms set forth therein are incorporated into the Agreement.

Special Terms

Notwithstanding anything to the contrary in the Agreement, if Customer elects not to utilize the Flock OS 360 suite purchased under this Order Form, Customer may exercise a one-time option at renewal to replace the software portion of the Flock OS 360 suite with the software products included in the initial proposal (Flock OS Premium, Nova, OSINT, and ELPR), provided such products remain commercially available at the time of renewal. In such event, Customer shall receive a credit equal to the difference in pricing between the Flock OS 360 suite and the replacement software package, which credit shall be applied over the remaining renewal term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$394,785.00
Annual Recurring after Year 1	\$438,220.00
Contract Total	\$2,147,665.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$159,750.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$86,085.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Flock Safety Gunshot Detection - 1/4mi, fka Raven	Gunshot detection - 1/4 mile of coverage. Number of units deployed depends on geography and density of area. Gunshot detection is license by coverage area, not number of units.
Flock DFR - M4TD + Dock 3	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes M4D series drone, camera, batteries, and contact-charging Dock 3. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Flock OS 360	{Enter a description}
Flock OS 360	{Enter a description}
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

PRODUCT ADDENDUM

**UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM
FOR DRONE RESPONSE SERVICES**

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the “**Flock Services**”) and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the “Flock Hardware”) listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer’s error, additional spares, etc.) at Flock’s then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration (“FAA”) regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer’s delivery address set forth in the Order Form (“Delivery Point”). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock’s notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer’s request, Flock will make available an employee or independent contractor pilot (each a “Pilot”) to Customer for purposes of operating the Flock Hardware (hereafter the “Pilot Services”) at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer’s use of the Pilot Services shall not alleviate any of Customer’s obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer’s premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer’s obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Customer Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "**Flock Drone IP**"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any Flock Drone IP to any third party without the prior express written consent of Flock.

6. "NDAA COMPLIANCE GUARANTEE. In the event of a federal or state law, regulation, or enforceable governmental order ("**Legal Prohibition**") that prohibits the use, operation, or procurement of drones manufactured by DJI or any other Chinese-made drone manufacturers ("**Restricted Drones**"), Flock will provide replacement drones that are fully compliant with the National Defense Authorization Act ("**NDAA Compliant Drones**"). Upon confirmation of a Legal Prohibition affecting Customer's use of Restricted Drones, Flock shall replace all Restricted Drones that are part of the Customer's Flock Services and subject to Legal Prohibition with NDAA Compliant Drones of comparable functionality and specifications. The replacement process shall commence within a commercially reasonable time of the effective date of the Legal Prohibition and be completed within a commercially reasonable timeframe. The replacement shall be provided at no additional cost to Customer."

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers (“VOs”) to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

SCHEDULE B
SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("CAD") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

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TERMS OF SERVICE

6-5-2025

You agree that by placing an order through a GovWorx standard ordering document such as a "Quote", "Order Form", "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term you agree to follow and be bound by the terms and conditions set forth herein, called "Order Form" in this document.

1. Provision of Services. Subject to the terms of this Agreement GovWorx hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that GovWorx's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of date of signature on an applicable Order Form (Effective Date) unless otherwise indicated on the Order Form.
2. SaaS Subscription.
 - a) Subscription Grant. "SaaS Applications" means each proprietary GovWorx software-as-a-service application that may be set forth on an Order Form and subsequently made available by GovWorx to Customer, and associated components as described in any written service specifications made available to Customer by GovWorx (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, GovWorx hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes;(these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of GovWorx or its affiliates. In addition, you may not access the SaaS for any competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form. SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule, unless otherwise specified on the Order Form..
3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

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available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within GovWorx Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Payment Terms.

- a) Fees. Customer shall pay all fees ("Subscription Fees") as set forth in an Order Form within thirty (30) days of the date of GovWorx's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. If any amount owing by Customer is more than 30 days overdue, GovWorx may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Except as otherwise specifically stated in the Order Form, GovWorx may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term, unless otherwise specified in the Order Form..
- b) Taxes. Unless tax exempt. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on GovWorx's net income or those exempt by applicable state law.

5. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause: Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. GovWorx may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, GovWorx, or any third party. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other GovWorx Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to GovWorx under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement after expiration or termination of this Agreement GovWorx may remove Customer Data from GovWorx Services.

6. Maintenance; Modifications; Support Services.

- a) Maintenance, Updates, Upgrades. GovWorx maintains GovWorx' cloud and software infrastructure for the Services and is responsible for maintaining the GovWorx operation and GovWorx database security. GovWorx may periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying GovWorx software that GovWorx makes generally available to its customers of the same module.
- b) Support. Online support for the Services is available to Customer Monday through Friday, from 8:00 AM through 5:00 PM Central Time, excluding GovWorx holidays. Customer may submit a request for email support for the Services 24 hours a day, seven days a week, and the GovWorx support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

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7. GovWorx Intellectual Property. GovWorx shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by GovWorx including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of GovWorx and all proprietary rights embodied therein (collectively, the "GovWorx Intellectual Property"). This Agreement does not convey or transfer title or ownership of the GovWorx Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by GovWorx. Other than recommendation use or as required by law, all use of GovWorx trademarks must be pre-approved by GovWorx prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
8. Data Processing and Privacy.
 - a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to GovWorx by Customer or provided by a third party to GovWorx in connection with GovWorx's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by GovWorx. GovWorx Intellectual Property, including but not limited to the Services and all derivative works thereof, GovWorx Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants GovWorx a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services.
 - b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. GovWorx shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges GovWorx may compile Platform Data based on Customer Data input into the Services. Customer agrees that GovWorx may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
 - c) Data Responsibilities.
 - i) GovWorx will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by GovWorx personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for GovWorx to rely upon the security processes and measures utilized by GovWorx's cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. GovWorx will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services.
 - d) Breach Notice. GovWorx will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of GovWorx's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - e) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on GovWorx's systems using the then existing features and functionality of the Services, GovWorx will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by GovWorx, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, GovWorx will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and GovWorx disclaims all liability in connection with such determination. In addition, to the extent Customer requests that GovWorx retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, GovWorx

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disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

9. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that GovWorx is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. GovWorx makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. GovWorx may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits GovWorx to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, GovWorx will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
10. **Insurance.** GovWorx agrees, at its own expense, to maintain in full force and effect, the following insurance coverages with reputable insurers that are licensed to do business in the jurisdiction(s) where the Company operates.
 - a) **General Liability Insurance:** GovWorx shall carry a General Liability insurance policy(ies) with the following minimum limits: Each occurrence limit: One Million Dollars (USD \$1,000,000). General aggregate limit: Two Million Dollars (USD \$2,000,000).
 - b) **Cyber and Data Risk Protection:** The Company shall maintain Cyber and Data Risk insurance with minimum limits of: Each claim and/or event: Three Million Dollars (USD \$3,000,000). Aggregate: Three Million Dollars (USD \$3,000,000).
 - c) **Proof of Insurance:** Upon Customer's request, the Company shall provide certificates of insurance evidencing the coverages required by this section.
 - d) **Additional Insured:** Where applicable, and upon request, Customer may be named as a certificate holder or an additional insured on the General Liability policy.
11. **Nondisclosure.**
 - a) **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes its Customer Data. GovWorx Confidential Information includes the GovWorx Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
12. **Representations, Warranties, and Disclaimers.**
 - a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of

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any court, governmental body or administrative or other agency having jurisdiction over it.

- b) Service Performance Warranty. GovWorx warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. GovWorx DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GOVWORX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. GovWorx DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE GOVWORX SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH GOVWORX WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, GOVWORX CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, GOVWORX DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

13. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify GovWorx from and against any claim, demand, suit or proceeding made or brought against GovWorx (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 12(a) and the indemnification provision included in Section 12 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

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- c) GovWorx Indemnity. If a third party makes a claim against Customer that any GovWorx intellectual property furnished by GovWorx and used by Customer infringes a third party's intellectual property rights, GovWorx will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by GovWorx.
 - d) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.
14. Limitations of Liability.
- a) Exclusion of Damages. To the maximum extent permitted by applicable law, in no event will either party be liable under or in connection with this agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, including for any: (a) loss of production, use, business, revenue, or profit or diminution in value; (b) impairment, inability to use or loss, interruption or delay of the services; (c) loss, damage, corruption or recovery of data, or breach of data or system security; (d) cost of replacement goods or services; (e) loss of goodwill, loss of business opportunity or profit, or loss of reputation; or (f) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages, regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose..
 - b) Cap on Monetary Liability. Except for damages arising out of liability which cannot be lawfully excluded or limited, or customer's obligations to make payment under this agreement, the total aggregate liability of either party for any and all claims against the other party under this agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, shall not exceed the amount of all payments actually received by GovWorx from customer in connection with this agreement in the 12 month period preceding the date of the event initially giving rise to such liability. The existence of one or more claims will not enlarge the limit.

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15. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to GovWorx requesting copies of documents maintained by GovWorx or otherwise requesting GovWorx to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse GovWorx for its out-of-pocket costs associated with compliance with such request, including but not limited to GovWorx's reasonable attorneys' fees.
16. Publicity. Unless otherwise provided in the applicable Order Form, GovWorx may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
17. Force Majeure. Except for Customer's payment obligations to GovWorx, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
18. Independent Contractor: No Third Party Beneficiary: Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit GovWorx to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. GovWorx may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
19. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Denver, CO.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) GovWorx at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
 - f) Assignment. Customer may not assign this Agreement without the express written approval of GovWorx. Any attempt at assignment in violation of this Section shall be null and void.
 - g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

**A RESOLUTION OF COUNCIL AUTHORIZING THE MAYOR TO ENTER
INTO A PROFESSIONAL SERVICES CONTRACT FOR PREMIER SUPPORT
SERVICES RELATED TO AUDIO DETECTION, LIVE VIDEO CAMERAS, AND
DRONE SERVICES AND LICENSE PLATE RECOGNITION.**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HUNTINGTON,
CABELL AND WAYNE COUNTIES, WEST VIRGINIA,** that the Mayor is hereby
AUTHORIZED to enter into a professional services contract with Flock Group, Inc., to provide
the Huntington Police Department with premier support services related to audio detection, live
video cameras, and drone services and license plate recognition. The annual cost is Thirty-Eight
Thousand Seven Hundred Eighty Dollars (\$38,780.00) for two years for a total contract cost of
Seventy-Seven Thousand Five Hundred Sixty Dollars (\$77,560.00). The expense is paid through
the Huntington Police Department contracted services budget line.

SPONSORED BY: _____

APPROVED AS TO FORM BY: EBH _____

ACTION TAKEN BY COUNCIL: _____

DATE: _____

LISA ADKINS, CITY CLERK

DATE: _____

PATRICK J. FARRELL, MAYOR

APPROVE

DATE: _____

VETO

Master Services Agreement

This Master Services Agreement (this “**Master Services Agreement**”) is entered into by and between Flock Group Inc, with a place of business at 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318 (“**Flock**”), and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). The Agreement is effective as a binding agreement between the Parties as of the Effective Date.

1. DEFINITIONS

- 1.1. “**Agreement**” means this Master Services Agreement, any exhibits attached hereto, the Reinstall Fee Schedule, the Customer Implementation Guide, and each Order Form, each of which is incorporated by reference herein.
- 1.2. “**Applicable Law**” means all federal, state, and local laws and regulations, including those related to the recording or sharing of data, video, photo, or audio content, in each case to the extent directly applicable to the respective Party’s performance of its obligations under this Agreement.
- 1.3. “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Flock Services on behalf of Customer pursuant to the Agreement, who have been (a) granted access to the Flock Services by Customer in its exercise of reasonable discretion relating to the receipt of the Flock Services hereunder by Customer, and (b) from whom Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in the Agreement.
- 1.4. “**Confidential Information**” means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Confidential Information includes financial, product, and other business information of either Party. Notwithstanding the foregoing, Confidential Information does not include information that the receiving Party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (b) was rightfully in the receiving Party’s possession or known by it prior to receipt from the disclosing Party; (c) is rightfully disclosed without restriction to the receiving Party by a third-party without violation of obligation to the disclosing Party; or (d) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.
- 1.5. “**Customer Data**” means all (a) data and information captured by Flock Hardware on behalf of Customer through the Flock Services (e.g., images, audio, and/or video) and the metadata associated therewith, (b) content input into the Web Interface by Customer or its Authorized End Users, and (c) data and information provided to Flock through the Flock Services by third parties at Customer’s direction.
- 1.6. “**Customer Hardware**” means the third-party hardware owned, or otherwise provided, by Customer and any other physical elements that interact with the Flock Software to provide the Flock Services.

- 1.7. **"Customer Implementation Guide"** means the terms and conditions related to implementation located at <https://www.flocksafety.com/implementation-guide>.
- 1.8. **"Effective Date"** means the date this Master Services Agreement is executed by both Parties.
- 1.9. **"Feedback"** means any ideas, advice, recommendations, suggestions, enhancement requests, feedback, or proposals provided by, or on behalf of, Customer or its personnel to Flock related to Flock Property.
- 1.10. **"Flock Software"** means the (a) software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware; and (b) the software functionality of the Web Interface that enables system access and use.
- 1.11. **"Flock Hardware"** means all Flock device(s) and physical elements provided by Flock in connection with the Flock Services.
- 1.12. **"Flock Property"** means the Flock Services, the Flock Software, Flock Hardware, the Web Interface, Flock's Confidential Information, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including Flock's technology, patents, trade secrets, trademarks, proprietary methods, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock Property also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of Flock Property.
- 1.13. **"Flock Services"** means the services provided by Flock under the Agreement as set forth in the applicable Order Form, including access to and use of the Web Interface by Customer and the provision of Flock Software and Flock Hardware.
- 1.14. **"Force Majeure Event"** means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.
- 1.15. **"Order Form"** means any Flock Order Form entered into by the Parties on the date hereof or following the Effective Date and incorporated herein by reference. Each Order Form will describe the Flock Services to be performed and the period for performance.
- 1.16. **"Permitted Purpose"** means a legitimate public safety and/or business purpose, including the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.
- 1.17. **"Reinstall Fee Schedule"** means the fee schedule set forth at <https://www.flocksafety.com/reinstall-fee-schedule>.
- 1.18. **"Retention Period"** means the time period that footage captured by the Flock Hardware or Customer Hardware via the Flock Services and the associated metadata is stored by Flock, as specified in the applicable Order Form.
- 1.19. **"Web Interface"** means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services.

2. ACCESS AND USE

- 2.1. Provision of Access.** Subject to compliance with the terms of the Agreement, Flock grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable right to access and use the Flock Services via the Web Interface during the term of this Agreement, solely for the Permitted Purpose. Customer shall access the Flock Services through the Web Interface only (a) through its Authorized End Users acting within the scope of their service for Customer; (b) for the internal use of Customer; and (c) from and within the United States.
- 2.2. Authorized End Users.** Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without Flock's prior written permission. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer shall be responsible for all acts and omissions of Authorized End Users in connection with their access and use of the Flock Services, including each Authorized End User's compliance with the terms of the Agreement and Applicable Law. Customer shall terminate any Authorized End User's access to the Flock Services (a) when such person no longer meets the definition of "Authorized End User;" (b) if conduct by such Authorized End User breaches any term of the Agreement; or (c) upon such Authorized End User's indictment, arrest, or conviction for any felony offense. Flock may restrict, suspend, or terminate an Authorized End User's access to the Flock Services if Flock determines, in its reasonable discretion, that such access has an adverse effect on Flock or any of its customers. Customer is responsible for any use of data, information, or services obtained through the Flock Services by Authorized End Users.
- 2.3. Access and Use Restrictions.** Except as expressly permitted under the Agreement, Customer shall not and shall cause its Authorized End Users not to: (a) access or use Flock Property in connection with the provision of any services to third parties; (b) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third-party any Flock Property; (c) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Flock Property; (d) use Flock Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including introduction of any viruses or malware into the Web Interface; (e) use Flock Property or any part or aspect thereof in violation of Applicable Law or to mislead or harass anyone; or (f) use Flock Property, except as specifically permitted under the Agreement. Use of, or access to, Flock Property not in accordance with the terms of the Agreement is strictly prohibited. Any violation of this Section 2 will cause Flock irreparable and immediate harm, and Flock is entitled to injunctive relief to prevent such violation. In the event of a violation of this Section 2.3, Flock may temporarily suspend Customer and/or any Authorized End User's access to any portion or all of the Flock Property (a "**Service Suspension**").

Customer shall not be entitled to any remedy for any Service Suspension imposed in accordance with the Agreement, including any reimbursement, tolling, or credit.

3. SERVICES AND SUPPORT

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

3.2. Service Disruptions. Flock Services may be disrupted in the event that: (a) Flock’s provision of the Flock Services to Customer or any Authorized End User is prohibited by Applicable Law; (b) any third-party services required for Flock’s provision of the Flock Services are interrupted; (c) the Flock Services are being used for malicious, unlawful, or otherwise unauthorized purposes; (d) there is a threat or attack on any Flock Property by a third-party; or (e) there is scheduled or emergency maintenance (“**Service Disruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Disruption to Customer, to provide updates, and to resume providing access to the Flock Services as soon as reasonably possible after the event giving rise to the Service Disruption. To the extent the Service Disruption is not caused by Customer’s direct actions or omissions (or those of parties associated with Customer), the term of the Flock Services affected by such Service Disruption will be tolled by the duration of the Service Disruption for any continuous disruption lasting at least one (1) full day. For example, in the event of a Service Disruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the term of the applicable Order Form. The remedy of a credit described in this Section 3.2 will be Customer’s sole and exclusive remedy for the acts or omissions of Flock relating to such Service Disruption.

4. DATA USE AND LICENSING

4.1. Customer Data. As between Flock and Customer, all right, title, and interest in and to Customer Data belong to and are retained by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock’s products and services. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the method, timing, format, and medium of such access or delivery, and is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the Web Interface. To the extent any Customer Data constitutes Personal Information (as defined under Applicable Laws), Flock will process such data in accordance with Applicable Law and the privacy policy set forth at <https://www.flocksafety.com/legal/privacy-policy>.

4.2. Flock Property. Except for the right to use Flock Property subject to the terms and conditions contained herein, the Agreement does not confer on Customer a license in, ownership of, or interest in Flock Property. Flock developed or acquired Flock Property

exclusively at its private expense. As between the Parties, Flock Property and all right, title, and interest in and to it is and will remain the exclusive property of Flock.

- 5. CONFIDENTIALITY.** Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (a) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (b) as agreed in writing by the other Party; (c) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure; and provided further that it is responsible for all acts and omissions of any such recipient in violation of this Section 5); (d) as required by law, including any court order, subpoena, or other valid legal process, provided that receiving Party shall, to the extent permissible, give the disclosing Party reasonable prior notice of such disclosure; or (e) as requested by a government agency to address the risk of imminent harm to any person. Any violation of this Section 5 may cause the non-violating Party irreparable and immediate harm, and such Party is entitled to injunctive relief to prevent such violation. Upon termination of this Agreement, all Confidential Information will be returned to the disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof.

6. PAYMENT OF FEES

- 6.1. Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices thirty (30) days from the date of each such invoice. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days following the date of the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of the Flock Services until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Customer shall direct all queries regarding billing or payment concerns to billing@flocksafety.com. Flock may impose a late fee equal to the lesser of (a) 1.5%, or (b) the highest rate permitted by Applicable Law, each month on all amounts overdue beyond ten (10) days, but this charge will not waive or extend any obligation of Customer to make payments when due.
- 6.2. Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the term of the applicable Order Form. Any such changes to fees shall only impact subsequent renewal terms.
- 6.3. Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amounts subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate

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

7. TERM AND TERMINATION

7.1. Term. This Master Services Agreement will be effective from the Effective Date and will continue in full force and effect until terminated as set forth herein. The term of each Order Form will be as set forth therein. Unless otherwise indicated on the Order Form, the subscription term of the Order Form shall be tied to the first installation of Flock Hardware, as applicable.

7.2. Termination. Upon termination or expiration of the Agreement or any applicable Order Form, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. Either Party may terminate this Agreement effective upon written notice to the other Party if (a) the other Party defaults in performance of any material provision of the Agreement and such default is not cured within (30) days following written notice describing the specific default; (b) the other Party violates Applicable Law; (c) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (d) the other Party is adjudged bankrupt; (e) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (f) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (g) the other Party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; (h) the other Party makes an assignment of its assets for the benefit of its creditors; or (i) there are no active Order Forms under this Master Services Agreement. In the event Customer terminates the Agreement pursuant to Section 7.2(a), Flock will refund Customer a pro-rata portion of the pre-paid fees for the Flock Services not received prior to the date of termination.

7.3. Survival. The following Sections will survive termination: 1, 4, 5, 6, 7, 8.5, 9, and 11.

7.4. Payment Upon Termination. Upon termination of the Agreement or any Order Form for any reason, Customer shall pay to Flock all amounts due hereunder for all Flock Services rendered through the date of termination in accordance with the terms of the Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. Manufacturer Defect. Upon a malfunction or failure of Flock Hardware (a "**Defect**"), Customer must notify Flock's technical support team. Flock shall conduct an inspection or test any Customer-reported Defect within seven (7) business days of notification, and Flock shall use commercially reasonable efforts to repair or replace, in Flock's sole discretion, the defective Flock Hardware at no additional cost to Customer.

8.2. Flock Representations and Warranties. Flock represents and warrants to Customer that (a) the Flock Services, when used properly and as expressly authorized by Flock, do not infringe any valid patent, registered copyright, or other registered intellectual

property right under the laws of the United States, provided that Flock makes no warranty to the extent that such infringement results from (i) use of the Flock Services by Customer in combination with any data, software, or equipment provided by Customer or any third party that could have been avoided by use or access of the Flock Services without such data, software, or equipment, or (ii) any breach of an agreement by, or any negligent or other wrongful act or omission of, Customer or any party acting on behalf of Customer; (b) Flock's personnel will perform the Flock Services in a professional and workmanlike manner; and (b) Flock's personnel performing the Flock Services will be trained and will perform the Flock Services in all material respects in accordance with prevailing industry standards.

8.3. Customer Representations and Warranty. Customer represents and warrants to Flock that Customer shall use the Flock Services only in compliance with the Agreement, the Permitted Purpose, and Applicable Law.

8.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the requisite corporate power and authority to execute and perform its obligations under the Agreement; (b) the person executing the Agreement on its behalf has the authority to bind it hereunder and that such Party's execution of the Agreement is not in violation of such Party's bylaws, certificate of incorporation, or other comparable document; (c) the execution, delivery, or performance of the Agreement will not violate or conflict with, require consent under, or result in any breach or default of (i) Applicable Law, or (ii) any covenants or agreements by which such Party or any of its assets are bound; and (d) each Party will comply with Applicable Law.

8.5. Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE FLOCK 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 FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE FLOCK SERVICES ARE PROVIDED "AS IS," AND FLOCK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER. THIS SECTION 8.5 APPLIES TO THE EXTENT PERMITTED BY LAW.

8.6. Insurance. Flock will maintain the insurance policies set forth on Exhibit A attached hereto.

9. LIMITATION OF LIABILITY. FLOCK'S CUMULATIVE, AGGREGATE LIABILITY IN CONNECTION WITH, OR ARISING IN ANY WAY OR IN ANY DEGREE FROM, THE AGREEMENT, FROM THE FLOCK SERVICES, OR OTHERWISE FROM THE ACTS OR OMISSIONS OF FLOCK WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO FLOCK IN THE TWELVE (12) MONTHS BEFORE SUCH CLAIM AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES; ADDITIONAL OVERHEAD AND PAYROLL; LOST PROFITS OR BUSINESS OPPORTUNITIES; LOSS OF DATA; OR THE COST OF

PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES. THIS SECTION 9 APPLIES TO THE EXTENT PERMITTED BY LAW. Customer hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

10. FLOCK HARDWARE (APPLICABLE ONLY WHERE CUSTOMER HAS LICENSED FLOCK HARDWARE)

- 10.1. Flock Hardware.** Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust, or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and Flock shall be entitled to terminate the Agreement in accordance with Section 7.2(a). Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default, and Flock shall have the right to enforce any other legal remedy or right.
- 10.2. Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan associated with each Order Form (each, a "**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, and/or changes to heights of poles will incur a fee as set forth in the Reinstall Fee Schedule. Customer will receive prior notice and confirm approval of any such fees.
- 10.3. Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.
- 10.4. Replacements** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee as set forth in the Reinstall Fee Schedule. In the event Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to the Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.
- 10.5. Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or 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 the Agreement, Flock shall have the right to cease work immediately.

11. MISCELLANEOUS

- 11.1. Severability.** If any provision of the Agreement is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.
- 11.2. Assignment.** Neither Party may assign the Agreement or any right under the Agreement, in each case by operation of law or otherwise, except as otherwise permitted hereunder without the prior written consent of the other Party, and any attempt to assign the Agreement or any right under the Agreement in breach of the provisions of this Section 11.2 shall be null and void. The foregoing notwithstanding, either Party may assign the Agreement upon written notice to the other Party in connection with (a) any reorganization, conversion, consolidation or merger of such Party, (b) any transaction resulting in the holders (together with their affiliates) of a majority of the voting securities, membership interest or right to appoint a majority of the members of the board of directors or similar governing body of such Party as of immediately prior to such transaction, holding less than such a majority as of immediately after such transaction, or (c) any sale, transfer or exclusive license of all or a majority of the assets of such Party that are pertinent to the Agreement or, in each case of (a) through (c) whether consummated in one transaction or a series of related transactions. For the avoidance of doubt, the assigning Party and the assignee will remain liable jointly and severally for any unperformed obligations under the Agreement or any breach hereof arising prior to the effective date of any assignment of the Agreement. The Agreement is binding on the Parties and their successors and permitted assigns.
- 11.3. Entire Agreement.** The Agreement constitutes the entire agreement between the Parties relating to the Flock Services and supersedes all prior agreements, understandings, and representations relating to the Flock Services. No waiver or modification to the Agreement will be effective or binding unless signed by Customer and a duly authorized representative of Flock, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of the Agreement or be binding upon Flock, and any such terms are expressly rejected. Any mutually agreed purchase order is subject to the terms of the Agreement. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.
- 11.4. Relationship.** The Parties intend that nothing contained in the Agreement be construed to create an agency, partnership, joint venture, employment, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party.
- 11.5. Governing Law; Dispute Resolution.** The Agreement, and any controversy or claim arising out of or relating to the Agreement (each, a "**Dispute**") shall be governed exclusively by, and construed and enforced in accordance with, the laws of the State

of Georgia, without regard to its conflicts of laws principles. If any Dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle such Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The Parties further agree that any Dispute that remains unresolved by mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

- 11.6. Publicity.** Flock will obtain Customer's consent before using Customer's name or logo in a manner signifying an endorsement of Flock by Customer; provided, however that Flock may refer to Customer as a current customer without first obtaining Customer's consent.
- 11.7. Feedback.** Any Feedback: (a) is given to Flock without claim of intellectual property right by Customer, (b) by its receipt grants Flock a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use, and incorporate such Feedback into its software, services, or systems, or use as it otherwise deems necessary or desirable in its business, and (c) will not enable Customer to claim any interest in or ownership of Flock Property.
- 11.8. Export.** Customer may not remove or export from the United States or allow the export or re-export of Flock Property or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("**FAR**"), section 2.101, the Flock Services, Flock Hardware, and documentation are "commercial items" according to the Department of Defense Federal Acquisition Regulation ("**DFAR**") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment, or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.
- 11.9. Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.
- 11.10. Conflict.** To the extent of a conflict between the Agreement and any applicable statement of work or mutually-agreed purchase order, the Agreement controls unless explicitly stated otherwise. From time to time, Flock may offer certain special terms applicable to the Order Form in which they are included ("**Special Terms**"). To the

extent that any terms of this Master Services Agreement are inconsistent or conflict with the Special Terms set forth in any Order Form, the Special Terms shall control.

- 11.11. Notices.** All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.
- 11.12. Non-Appropriation.** All obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, if funds are not appropriated for a future fiscal year, Customer shall have the right to terminate the Agreement for non-appropriation at the end of the applicable fiscal year upon thirty (30) days' written notice to Flock. Customer shall remain responsible for all amounts incurred prior to termination, and non-appropriation shall not be based on discretionary budget decisions or operate as a termination for convenience right.
- 11.13. Construction.** When used in the Agreement, "including" means "including without limitation."
- 11.14. Force Majeure.**
- 11.14.1.** If a Force Majeure Event prevents a Party from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations; (b) that Party's inability to perform those obligations is not due to its failure to (i) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (ii) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (c) that Party complies with its obligations under Section
- 11.14.2.** During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under the Agreement.
- 11.15. Third Parties.** Except as explicitly set forth herein, none of the provisions of the Agreement will be for the benefit of or enforceable by any third-party.
- 11.16. Waivers.** No failure by a Party to insist upon the strict performance of any term or condition of the Agreement or to exercise any right or remedy hereunder will constitute a waiver.
- 11.17. Execution.** In connection with the Flock Services, a copy of a signed document sent by PDF or fax will be deemed an original in the hands of the recipient. The Agreement may be executed in counterparts and exchanged by electronic means, each of which shall be deemed an original, and both of which together constitute only one agreement between the Parties.

Each Party is signing the Agreement on the date stated below that Party's signature.

FLOCK GROUP, INC.

Customer: WV - Huntington PD

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

EXHIBIT A
INSURANCE

- 1. Required Coverage.** Flock shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under the Agreement and the results of that work by Flock or its agents, representatives, employees, or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of the Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of the Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (a) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (b) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.
- 2. Types and Amounts Required.** Flock shall maintain the following insurance coverage for the duration of the Agreement:

 - (a) Commercial General Liability** insurance written on an occurrence basis with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, liability assumed under an insured contract, independent contractors, broad-form property damage, and product and completed operations coverage;
 - (b) Workers Compensation** insurance in accordance with statutory limits;
 - (c) Professional Liability/Errors and Omissions** insurance with limits of Five Million Dollars (\$5,000,000) each claim and in the aggregate;
 - (d) Commercial Automobile Liability** insurance with a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
 - (e) Cyber Liability** insurance written on a per claim basis with limits of Five Million Dollars (\$5,000,000).

Flock Safety + WV - Huntington PD

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

MAIN CONTACT:
Teddy Gorrell
teddy.gorrell@flocksafety.com
+18046904559

Quote Number: Q-208689
Expiration Date: 07/04/2026

flock safety

flock safety

ORDER FORM

Customer: WV - Huntington PD
Legal Entity Name: WV - Huntington PD
Accounts Payable Email:

Address: 675 10Th St Huntington, West Virginia 25701

Initial Term: 24 Months
Renewal Term: 36 Months
Payment Terms: Net 30

Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$38,780.00
Flock Safety Professional Services			
Premier Support	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$38,780.00
Annual Recurring Subtotal:	\$38,780.00
Estimated Tax:	\$0.00
Contract Total:	\$77,560.00

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

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

If Customer is located in any of the state(s) listed at <https://www.flocksafety.com/legal/state-required-provisions>, the applicable state-required terms set forth therein are incorporated into the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$38,780.00
Annual Recurring after Year 1	\$38,780.00
Contract Total	\$77,560.00

*Tax not included

Discounts

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

Product and Services Description

Flock Safety Platform Items	Product Description
Premier Support	Includes a Flock Technical Account Manager who ensures proper system configuration, drives user adoption, and supports ongoing operational success.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

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

FLOCK GROUP, INC.

Customer: WV - Huntington PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

IN THE CIRCUIT COURT OF CABELL COUNTY, WEST VIRGINIA

GREGORY E. JIMISON

Petitioner,

v.

Judge:

Civil Action No.

PATRICK FARRELL, in his official
capacity, and CITY OF HUNTINGTON,
Respondents.

PETITION FOR ORDER TO SHOW CAUSE

COMES NOW the Petitioner and hereby respectfully requests this Court issue an Order to Show Cause against Respondents in the above-captioned case for failure to comply with a clear legal duty as described in Petitioner's *Petition for Writ of Mandamus*. In support thereof, Petitioner requests as follows:

Incorporating the pending *Petition for Writ of Mandamus* by reference, Petitioners respectfully request that this Court require Respondents to appear and show cause pursuant to W. Va. Code § 53-1-1 *et seq.*

WHEREFORE, the Petitioners respectfully request that this Court:

- (1) Issue a Rule to Show Cause against Respondents
- (2) Require Respondents to appear and provide a valid explanation for non-compliance with a clearly established legal duty; and
- (3) Grant any further relief deemed appropriate by the Court.

Respectfully submitted,
GREGORY E. JIMISON
By and through counsel,

/s/ Aubrey Sparks

Aubrey Sparks (WV Bar # 13469)

Robb Livingood (WV Bar # 11974)

American Civil Liberties Union of W. Va. Foundation

PO Box 3952, Charleston, WV 25339-3952

Phone: (304) 202-3435

asparks@acluwv.org

/s/ Tyler C. Haslam

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