

Waltham Police Department "Protecting and Serving with Pride"



Kevin E. O'Connell Chief of Police

City of Waltham Police Department

Detective Division 155 Lexington Street, Waltham, MA 02452 November 3, 2025

To: Anonymous Records Requestor

Re: Public Records Request R000583-091625

Dear Requestor,

This letter is to acknowledge receipt of your public records request regarding Flock-related documents and information. The Waltham Police Department has reviewed and processed your request.

We are providing the following documents via the portal:

- Flock Contract
- Master Service Plan
- Memorandum of Understanding (MOU)
- Purchase Order
- Sole Source Letter
- Certificate of Insurance

Please note that we are not providing the locations of the Flock cameras, as this information is exempt under the Public Safety Exception.

We currently have 16 Flock cameras in operation.

Thank you for your patience and understanding.

Sincerely

Captain Tim Maher

Detective Division Commander Waltham Police Department



Waltham Police Department "Protecting and Serving with Pride"



Kevin E. O'Connell Chief of Police Steven R. Champeon Deputy Chief

City of Waltham Police Department Detective Division 155 Lexington Street, Waltham, MA 02452

October 31, 2025

To: Anonymous Records Requestor

Re: Public Records Request R000583-091625

Dear Requestor,

This letter is to acknowledge receipt of your public records request regarding Flock-related documents and information. The Waltham Police Department is currently reviewing and processing your request.

For documentation purposes we also have a prior public records request for Flock-related documents # **R000647-101725.**

We anticipate providing a response by Monday, November 3, 2025.

Thank you for your patience and understanding.

Sincerely,

Captain Tim Maher

Capt Tim of Mohen

Detective Division Commander Waltham Police Department

Police Records Request (#R000647-101725)

→ Police Records Request Details

✓ Message History

Are you seeking a crash report: No Describe the Record(s) Requested: I am appealing the response of request reference R000583-091625. Specifically the requests associated with "Documents identifying the locations and number of Flock Safety cameras installed" as well as "policies, guidelines, or standard operating procedures regarding the use of Flock Safety cameras and data". The agency's response that no such records exist is not credible, as the installation of Flock Safety cameras (funded by taxpayer dollars) generates documentation and policy guidance. I respectfully request that Waltham PD conduct a new search, including all divisions that oversee camera deployment, contracts, and data management. Incident Date and Time: Incident/Case Number: Address/Location: Name(s) of Involved: Preferred Method to Receive Records: Electronic via Records Portal ✓ Internal Fields Enter Clarifications here to be merged into the Clarification Prepared Response. Clarifications Requested: Cut & Paste any Clarifications here so they can be viewed on Activities Clarifications Received:

On 10/31/2025 3:01:34 PM, Harry Michel wrote:

Subject: Police Records Request :: R000647-101725

Body:

RE: Police Records Request of October 17, 2025, Reference # R000647-101725

Dear Anonymous Requester,

The Waltham Police Department received a public records request from you on October 17, 2025. Your request mentioned:

I am appealing the response of request reference R000583-091625. Specifically the requests associated with "Documents identifying the locations and number of Flock Safety cameras installed" as well as "policies, guidelines, or standard operating procedures regarding the use of Flock Safety cameras and data". The agency's response that no such records exist is not credible, as the installation of Flock Safety cameras (funded by taxpayer dollars) generates documentation and policy guidance. I respectfully request that Waltham PD conduct a new search, including all divisions that oversee camera deployment, contracts, and data management.

Please See Attached letter response with further information to follow in the near future.

For questions or additional information, please reply to this email.

Sincerely,

Records Request Processing
Waltham Police Records Division

On 10/31/2025 8:26:26 AM, wrote:

Hello, Looking forward to receiving the requested documents as the 10 day window closes today. Thank you

On 10/17/2025 1:06:09 PM, wrote:

Additionally, as indicated in the original request (R000583-091625), could you please share the copy of the Flock contract and invoice?

On 10/17/2025 10:39:24 AM, System Generated Message:

Subject: Police Records Request :: R000647-101725

Body:

Dear Anonymous Requester:

Your request has been received and is being processed. Your request was received in this office on 10/17/2025 and given the reference number R000647-101725 for tracking purposes.

Records Requested: I am appealing the response of request reference R000583-091625. Specifically the requests associated with "Documents identifying the locations and number of Flock Safety cameras installed" as well as "policies, guidelines, or standard operating procedures regarding the use of Flock Safety cameras and data". The agency's response that no such records exist is not credible, as the installation of Flock Safety cameras (funded by taxpayer dollars) generates documentation and policy guidance. I respectfully request that Waltham PD conduct a new search, including all divisions that oversee camera deployment, contracts, and data management.

Your request will be forwarded to the relevant department(s) to locate the information you seek and to determine the volume and any costs associated with satisfying your request. You will be contacted about the availability and/or provided with copies of the records in question.

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed.

Waltham Police Department

To monitor the progress or update this request please log into the Public Records Center



On 10/17/2025 10:39:23 AM, Anonymous Requester wrote:

Request Created on Public Portal

▼ Request Details

Reference No: R000647-101725

Create Date: 10/17/2025 10:39 AM

Update Date: 10/31/2025 3:01 PM

Completed/Closed:	No	
Required Completion Date:	10/31/2025	
Status:	Time Extension	
Priority:	Medium	
Assigned Dept:	Waltham Police Records Division	
Assigned Staff:	Records Request Processing	
Customer Name:	Anonymous Requester	
Email Address:	j2872hn	
Phone:		
Group:	(Not Specified)	
Source:	Web	

Police Records Request Details

No
Hello, I would like to request all copies of all records relating to the acquisition, installation, and use of Flock Safety cameras by the Waltham Police Department. Specifically, I request:
- Contracts, memoranda of understanding, and agreements with Flock Safety.
 Invoices, purchase orders, and financial records related to camera acquisition, installation, and maintenance.
- Documents identifying the locations and number of Flock Safety cameras installed.
- Policies, guidelines, or standard operating procedures regarding the use of Flock Safety cameras and data.
- Records of data retention, access logs, and sharing agreements with other agencies.
- Usage statistics, reports, or audits related to Flock Safety cameras.
Correspondence (including emails) between the department and Flock Safety from the start of the engagement to July 2025.
I request these records in electronic format where possible. If any portion is withheld, please cite the specific statutory exemption.
Thank you
Electronic via Records Portal
Enter Clarifications here to be merged into the Clarification Prepared Response.
Cut & Paste any Clarifications here so they can be viewed on Activities

On 9/24/2025 1:16:51 PM, John Quaranto wrote to Anonymous Requester (i2872hn):

Subject: Police Records Request :: R000583-091625

Body:

RE: Police Records Request of September 16, 2025, Reference # R000583-091625

Dear Anonymous Requester,

The Waltham Police Department received a public records request from you on September 16, 2025. Your request mentioned:

Hello

I would like to request all copies of all records relating to the acquisition, installation, and use of Flock Safety cameras by the Waltham Police Department. Specifically, I request:

- Contracts, memoranda of understanding, and agreements with Flock Safety.
- Invoices, purchase orders, and financial records related to camera acquisition, installation, and maintenance.
- Documents identifying the locations and number of Flock Safety cameras installed.
- Policies, guidelines, or standard operating procedures regarding the use of Flock Safety cameras and data.
- Records of data retention, access logs, and sharing agreements with other agencies.
- Usage statistics, reports, or audits related to Flock Safety cameras.

Correspondence (including emails) between the department and Flock Safety from the start of the engagement to July 2025.

I request these records in electronic format where possible. If any portion is withheld, please cite the specific statutory exemption.

Thank you

The Waltham Police Department has reviewed its files and has located responsive records to your request. Please log in to the Public Records Center at the following link to retrieve the responsive records.

Police Records Request - R000583-091625

For questions or additional information, please reply to this email.

Sincerely,

Records Request Processing Waltham Police Records Division

On 9/16/2025 12:08:44 PM, System Generated Message to Anonymous Requester (j2872hn):

Body:

Dear Anonymous Requester:

Your request has been received and is being processed. Your request was received in this office on 9/16/2025 and given the reference number R000583-091625 for tracking purposes.

Records Requested: Hello, I would like to request all copies of all records relating to the acquisition, installation, and use of Flock Safety cameras by the Waltham Police Department. Specifically, I request: - Contracts, memoranda of understanding, and agreements with Flock Safety. - Invoices, purchase orders, and financial records related to camera acquisition, installation, and maintenance. - Documents identifying the locations and number of Flock Safety cameras installed. - Policies, guidelines, or standard operating procedures regarding the use of Flock Safety cameras and data. - Records of data retention, access logs, and sharing agreements with other agencies. - Usage statistics, reports, or audits related to Flock Safety cameras. Correspondence (including emails) between the department and Flock Safety from the start of the engagement to July 2025. I request these records in electronic format where possible. If any portion is withheld, please cite the specific statutory exemption. Thank you

Your request will be forwarded to the relevant department(s) to locate the information you seek and to determine the volume and any costs associated with satisfying your request. You will be contacted about the availability and/or provided with copies of the records in question.

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed.

Waltham Police Department

To monitor the progress or update this request please log into the Public Records Center



On 9/16/2025 12:08:43 PM, Anonymous Requester (j2872hn) wrote:

Request Created on Public Portal

Flock Safety + MA - Waltham PD

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

MAIN CONTACT: Taige Foley taige.foley@flocksafety.com +16034799125

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EXHIBIT A ORDER FORM

Customer Legal Entity Name. Accounts Payable Email MA - Waltham PD MA - Waltham PD

pdean a police waltham malus

155 Lexington St Waltham, Massachusetts 02452

Initial Term. Renewal Term Payment Terms

24 Months 24 Months

Billing Frequency

Annual Plan - First Year Invoiced at Signing

\$96,000,00

Contract Total:

30 Days Retention Period

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$48,000,00
Flock Safety LPR Products	The state of the s		
Flock Safety LPR, fka Falcon	Included	6	Included
Flock Safety LPR, fka Falcon	Included	1.0	Included

Professional Services and One Time Purchases

Item	· 医多种性性 · 中国 ·	Cost	Quantity	Total
One Time Fees			对于一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	
Flock	Safety Professional Services			
	Professional Services - Standard Implementation Fee	\$0.00	6	\$0.00
	Professional Services - Existing Infrastructure Implementation Fee	\$0.00	10	\$0.00
			Subtotal Year 1:	\$48,000.00
			Annual Recurring Subtotal:	\$48,000.00
			Discounts:	\$5,400.00
			Estimated Tax:	\$0.00

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 selfinstallation 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.

Billing Schedule

Billing Schedule	Amount (USD)	
Year 1		
At Contract Signing	\$48,000.00	
Annual Recurring after Year 1	\$48,000 00	
Contract Total	\$96,000.00	

^{*}Tax not included

Discounts

Discounts Applied	Amount (USD)	
Flock Safety Platform	\$0.00	
Flock Safety Add-ons	\$0.00	
Flock Safety Professional Services	\$5,400.00	

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 TM technology (proprietary machine learning software) and real-time alerts for unlimited users		
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.		
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint 1M technology (proprietary machine learning software) and real-time alerts for unlimited users.		
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.		

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

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

FLOCK GROUP, INC.	Customer: MA - Waltham PD	
Ву:	Ву:	Chig 160'CD
Name:	Name:	Kevin E. O'Connell
Title:	Title:	chief of Police
Date:	Date:	5/6/2025
	PO Numbe	er: <u>259</u> 72

Master Services Agreement

This Master Services Agreement (this "Agreement") is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("Flock") and the entity identified in the signature block ("Customer") (each a "Party," and together, the "Parties"). This Agreement is effective on the date of mutual execution ("Effective Date"). Parties will sign an Order Form ("Order Form") which will describe the Flock Services to be performed and the period for performance, attached hereto as Exhibit A.

RECITALS

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

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

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

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

1. DEFINITIONS

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

- 1.1 "Agreement" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.
- 1.2 "Anonymized Data" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.
- 1.3 "Authorized End User(s)" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.
- 1.4 "Customer Data" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.
- 1.5. "Customer Hardware" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
- 1.6 "Effective Date" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.
- 1.7 "*Embedded Software*" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.
- 1.8 "Flock Hardware" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.
- 1.9 "*Flock IP*" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
- 1.10 "Flock Services" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.11 "Footage" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

- 1.12 "Integration Data" means any distribution of data from a Customer requested third party integration.
- 1.13" *Installation Services*" means the services provided by Flock for installation of Flock Services.
- 1.14 "*Permitted Purpose*" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.
- 1.15 "*Retention Period*" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.
- 1.16 "*Term*" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.
- 1.17 "Web Interface" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("User ID"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

- 2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.
- 2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "Support Services").
- 2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement. 2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("Service Interruption"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

- 2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("Service Suspension"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.
- 2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, 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 this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

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

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "Customer Obligations").

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

4. DATA USE AND LICENSING

- 4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. <u>Flock does not own and shall not sell Customer Data.</u>
- 4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("Customer Generated Data"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.
- 4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. <u>Flock does not own and shall not sell Anonymized</u> Data.

4.4 **Data Distribution**. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

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

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber. Customer's rights. There are no implied rights.

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

6. PAYMENT OF FEES

- 6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.
- 6.2 **Notice of Changes to Fees.** 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 Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.
- 6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

- 7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "*Term*"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "*Renewal Term*") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
- 7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("*Cure Period*"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings. (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the *Cure Period*. Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
- 7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT: WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

- discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.
- 8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.
- 8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- 8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.
- 8.5 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

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

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS. SERVICES OR TECHNOLOGY: (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES: (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE: OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS. EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

10. INSTALLATION SERVICES AND OBLIGATIONS

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

- 10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("*Deployment Plan*"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.
- 10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.
- 10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.
- 10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

- 11.1 **Compliance with Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).
- 11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.
- 11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.
- 11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.
- 11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

- 11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, <u>upon Customer's prior written consent and the mutual execution by authorized representatives</u> ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.
- 11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.
- 11.9 **Feedback**. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system.

 Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

- 11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.
- 11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.
- 11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.
- 11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), 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.
- 11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES	ADDRESS:
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rgton st. Woutham, MA 00452 Fim Maher rer@police.waltham.ma.us ADDRESS:

ATTN:

EMAIL:

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) 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.

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

- (i) Commercial General Liability insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) Workers Compensation insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate:

- (iv) Commercial Automobile Liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter "MOU") is entered into by and between Flock Group, Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 ("Flock") and MA - Waltham PD with a place of business at 155 Lexington St, Waltham, Massachusetts 02452 ("Agency") (each a "Party", and together, the "Parties").

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

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

- 1. **Purpose**. To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the "Purpose").
- 2. Access Rights to Flock Services. Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. For purposes of this MOU, "Authorized Users" will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User's use of the Flock Service, and shall cause Authorized Users to comply with such provisions.
- 3. Restrictions on Use. Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv)

interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such video and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

- 4. **Ownership**. As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.
- 5. **Warranty**. Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from videos and supplemental data obtained by Agency through the use of Flock Services.
- 6. **Financial Implications to Agency**. No financial commitment by Agency is required to access the Flock Services or Recordings.

7. Term; Termination.

- A. **Term**. This MOU will commence once executed by both parties and shall continue for a period of Five (5) years.
- B. **Termination**. Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will

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

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

9. Limitation of Liability.

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

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

10. Confidentiality.

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

- i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.
- ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.
- iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.
- B. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach

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

- 11. Entire Agreement. This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.
- 12. **Severability**. Nothing is this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.
- 13. **Miscellaneous**. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

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

MA - W	Valtham PD
Ву:	Spiritual Lange
Name:	STEVEN R CHAMPEON
Title:	Depur CHIEF
Date:	5723/22
	By: Name: Title:

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**

City of Waltham

City Hall, Purchasing Dept. 610 Main St.
Waltham MA 02452



PURCHASE ORDER

25972

Issue Date 04/30/2025

MAIL ALL INVOICES TO THE "SHIP TO" ADDRESS

Vendor No.	Requisition No.	Department
1637	972	POLICE

ISSUED TO: FLOCK GROUP INC FLOCK SAFETY 1170 HOWELL MILL RD NW STE 210 ATLANTA, GA 30318

SHIP TO: MUNICIPAL CENTER POLICE DEPARTMENT 155 LEXINGTON STREET WALTHAM, MA 02452

FOR MORE INFORMATION CONTACT PURCHASING DEPARTMENT

TELEPHONE NO.: 781-314-3240

Item	Quantity	Description		Account No.	Unit Price	Extended Price
1	1.00	(16) FLOCK	SAFETY CAMERAS LPR FKA FALCON	(CANTON LINE STORY)	\$96,000.00	\$96,000.00

INSTALLATION & ON-LINE ACCESS FOR (2) YEARS OF CITY-WIDE SURVEILLANCE SYSTEM FOR ALL OF WPD PERSONNEL TO INVESTIGATE CRIMES & BE ALERTED ABOUT STOLEN VEHICLES OR "HOT" PLATES ENTERING THE CITY.

THESE CAMERAS CAN ALSO BE SHARED BY OTHER LE AGENCIES.

YEAR 1 = \$48,000.00 YEAR 2 = \$48,000.00

PER ORDER FORM

PO VALUE NOT TO EXCEED \$96,000.00 WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE CITY

SOLE SOURCE PROVIDER LETTER ON FILE IN THE POLICE DEPARTMENT & IN THE PURCHASING DEPARTMENT

MASS. SALES TAX EXEMPT PURCHASER CERTIFICATE NO. E046-001-416	TOTAL OF PURCHASE ORDER	\$96,000.00
THE PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, INVOICES AND CORRESPONDENCE. ALL SHIPMENTS SHALL BE MADE PREPAID.	PURCHASING AGENT AUDITOR MAYOR	

Flock Group Inc. Payment Information

Flock accepts payment by mail in check and ACH. See below for remittance addresses.

Mail in Checks can be sent to either of the below addresses. Flock Group Inc PO BOX 121923

DALLAS TX 75312- 1923

OR

Flock Group Inc LBX# 891923 1501 NORTH PLANO RD STE 100 RICHARDSON TX 75081

If you would like to pay by ACH.

Account Legal Name: Flock Group Inc

Account Number

Account Opening Date: 03/06/2017

Account Type: Checking

Routing Number/SWIF

Thank you, Billing Department





2025 Sole Source Letter for Flock Safety® Public Safety Solutions

April 22, 2025

Waltham PD 155 Lexington St. Waltham, MA, 02452

Dear Patrick Dean,

This letter serves to confirm that Flock Group Inc. d/b/a Flock Safety is the sole provider of our proprietary public safety technology solution specifically designed for use by law enforcement, communities, and private entities to increase safety and reduce crime. Flock Safety's unique system integrates hardware and cloud-based software to enable real-time data processing and secure data sharing capabilities that are unavailable through other providers.

As the sole developer and provider of this proprietary technology, Flock Safety retains exclusive rights to manufacture, license, and support the products and software we offer. Our solutions include cutting-edge features such as machine learning analytics, CJIS-compliant data storage, and a centralized system that facilitates collaboration across multiple jurisdictions, supporting a more robust and efficient public safety network. Specifically, Flock Safety provides the ability to access additional cameras from Flock customers, including: Boston PD, Malden PD, Woburn PD, at no additional cost.

No other vendor offers the specific combination of hardware and cloud-based features, CJIS-compliant data handling, or the national network capabilities that Flock Safety provides. For these reasons, Flock Safety is the only source available for these services.

Thank you,

Garrett Langley CEO, Flock Safety®

f rock safety

Flock Safety® LPR Cameras

Flock Safety® is the sole manufacturer, developer, and distributor of Flock Safety® LPR Camera, Flock Safety® Long-Range LPR, Flock Safety® Short-Range LPR, Flock Safety® Flex LPR Camera, Flock Safety® LPR Camera for Neighborhoods, and Flock Safety® LPR Video Integration.

Flock Safety® LPR Camera

- Fixed, infrastructure-free license plate recognition ("LPR") cameras suitable for capturing two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Includes Flock Safety® solar LPR camera option (next-gen platform standard range),
 which may cover up to three (3) lanes of traffic simultaneously

Flock Safety® Long-Range LPR

- Fixed, infrastructure-free long-range ("LR") LPR, suitable for capturing three (3+) lanes of traffic simultaneously with a single camera from a vertical mass
- Includes Flock Safety® solar LR LPR option (next-gen platform LR)

Flock Safety® Short-Range LPR

• Fixed, infrastructure-free short-range ("SR") LPR with solar power capability, suitable for wide angle capture (i.e., parking lots or garages)

Flock Safety® Flex LPR Camera

- Location-flexible, infrastructure-free self-installation LPR camera with solar power option
- Ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera
- Ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

Flock Safety® LPR Camera for Neighborhoods

Infrastructure- and maintenance-free LPR for 24/7 neighborhood security

Flock Safety® LPR Video Integration

 Integrates third-party LPR and video cameras into FlockOS® utilizing existing camera infrastructures

The Flock Safety® LPR cameras listed above are the only Law Enforcement Grade LPR cameras to offer the following combination of proprietary features:

Vehicle Fingerprint Technology®

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to "Save Search" based on description of vehicles using Flock's patented Vehicle Fingerprint Technology® without the need for a license plate, and set

- up alerts based on vehicle description
- Only LPR provider with "Visual Search," which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

Integrated Cloud-Software & Hardware Platform

- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 65W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion trigger to start and stop recording without the need for a reflective plate
- Motion detection allows for unique vehicle cases such as bicycle capture, ATV, motorcycle, etc.
- o On device machine processing to limit LTE bandwidth consumption
- All images and metadata is encrypted throughout its entire lifecycle from ondevice to storage in Flock's US-based CJIS-compliant cloud
- o Covert industrial design for minimizing visual pollution

Transparency & Ethical Product Design

- One-of-a-kind "Transparency Portal," a public-facing dashboard that details the customer's policies, as well as automatically updates metrics from the Flock Safety® system
- Built-in integration with National Center for Missing & Exploited Children ("NCMEC") to receive AMBER Alerts to find missing children
- Privacy controls to enable certain vehicles to "opt-out" of being captured

Integrated Gunshot Detection

 Ability to pair with Flock Safety® gunshot detection device, which has natively integrated gunshot detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

Live Video Integration

- Ability to apply computer vision to third-party cameras using the Flock Safety® LPR video integration, transforming them into evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety® LPR cameras
- Flock Safety® video integration livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence including LPR, livestream cameras, computer-aided dispatch ("CAD"), automatic vehicle location ("AVL") on Flock Safety® video integration suite

Situational Awareness

- FlockOS® is the world's first and only public safety operating system compatible with Flock Safety® LPR video cameras, including live streaming fixed and pan-tilt-zoom ("PTZ") video cameras, and the Flock Safety® gunshot detection device, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
- FlockOS® features Flock Safety® unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its direction of travel, providing users with possible outcomes based on a confidence threshold

Warranty & Service

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

Partnerships

- Flock Safety® is the only LPR provider to officially partner with Prepared911 to distribute 911 call audio and transcripts to law enforcement agencies
- Through FlockOS®, Flock Safety® is the only LPR provider to officially partner with FirstTwo to enable clicking anywhere on a display map to display the relevant information from FirstTwo
- Access to additional cameras purchased by Flock's HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost



Flock Safety® Video Cameras

Flock Safety® is the sole manufacturer, developer, and distributor of the Flock Safety® video cameras and Flock Safety® video integration.

Flock Safety® Fixed Video Camera

- Fixed, live, and record video ideal for building exteriors and city streets
- Available with AC or solar power
- Subscription-based live and recorded video solution, including hardware, cellular, installation, ongoing maintenance, and a cloud-based video management system, which allows officers to remotely view instant replay of downloadable live on-scene video with pan-tilt-zoom ("PTZ") controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep
- Improves safety with live and recorded video for enhanced situational awareness and case clearance

Flock Safety® PTZ Video Camera

- Live and recorded video with remote PTZ controls ideal for open areas such as intersections or parks
- Subscription-based live and recorded video solution, including hardware, cellular, installation, ongoing maintenance, and a cloud-based video management system, which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep
- Improves safety with live and recorded video for enhanced situational awareness and case clearance

Flock Safety® Video Integration

- Allows customers to easily integrate video cameras into FlockOS® for a seamless workflow
- Ability to apply computer vision to third-party cameras, transforming them into evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety® LPR cameras
- Flock Safety® video integration livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence, including LPR and livestream cameras, on Flock Safety® video integration suite
- Ability to access live and recorded video using Flock Safety® video cameras

The Flock Safety® video cameras listed above are the only Law Enforcement Grade video cameras to offer the following combination of proprietary features:

Vehicle Fingerprint Technology®

 Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)

- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to "Save Search" based on description of vehicles using Flock's patented Vehicle Fingerprint Technology® without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search," which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

Integrated Cloud-Software & Hardware Platform

- Best in class ability to capture and process up to 30,000 vehicles per day with a single device powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- o On device machine processing to limit LTE bandwidth consumption
- All images and metadata is encrypted throughout its entire lifecycle from ondevice to storage in Flock's US-based CJIS-compliant cloud
- Covert industrial design for minimizing visual pollution

Transparency & Ethical Product Design

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

Integrated Gunshot Detection

 Ability to pair with Flock Safety® gunshot detection device, which has natively integrated gunshot detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

Live Video Integration

- Ability to apply computer vision to third-party cameras using the Flock Safety® LPR video integration, transforming them into evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety® LPR cameras
- Flock Safety® video integration livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents

- Manage various government intelligence including LPR, livestream cameras, CAD, automatic vehicle location ("AVL") on Flock Safety® video integration suite
- Ability to access live and recorded video using Flock Safety® video cameras, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep.

Situational Awareness

- FlockOS® is the world's first and only public safety operating system compatible with Flock Safety® LPR video cameras, including Flock Safety® live streaming fixed video cameras and PTZ video cameras, and the Flock Safety® gunshot detection device, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
- FlockOS® features Flock Safety® unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its' direction of travel providing users with possible outcomes based on a confidence threshold

Warranty & Service

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

Partnerships

- Flock Safety® is the only LPR provider to officially partner with Prepared911 to distribute 911 call audio and transcripts to law enforcement agencies
- Through FlockOS, Flock Safety® is the only LPR provider to officially partner with FirstTwo to enable clicking anywhere on a display map to display the relevant information from FirstTwo
- Access to additional cameras purchased by Flock's HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- Flock Safety® is the only LPR provider to officially partner with Wanco, Inc. to offer the Flock Safety's Mobile Security Trailer, an infrastructure-free solution designed to provide a movable public safety presence.
- The Flock Safety Mobile Security Trailer combines:
 - Two (2) PTZ video cameras that are equipped with remote controls for live and recorded video
 - One (1) multi-sensor 360 panoramic camera that offers situational awareness with live views from four different angles for comprehensive coverage
 - Flashing Blue Lights that provides a clear signal that law enforcement is monitoring the area, acting as a visual crime deterrent

- Integration with the FlockOS platform, centralizing live monitoring, evidence capture, and case management across all locations
- Optional feature: Can include LPR functionality, which is compatible with the FlockOS platform
- 24/7 real-time alerts, notifying law enforcement of incidents and allowing for customizable monitoring during off-hours using advanced AI for human and vehicle detection

Flock Safety® Software

Flock Safety® is the sole provider of the comprehensive monitoring, processing, and machine vision services, including FlockOS®, Flock911, Flock Safety® Traffic Analytics for Businesses, Flock Safety® Advanced Investigations Analytics, and Flock Safety® Traffic Analytics for Government, which integrate with Flock Safety® LPR cameras, Flock Safety® video cameras, and the Flock Safety® gunshot detection device.

FlockOS®

- Public safety platform that unifies first and third-party data across LPR, video, and audio to deliver real-time intelligence
- FlockOS® is the world's first and only public safety operating system compatible with Flock Safety® license plate recognition ("LPR") video cameras, including Flock Safety® live streaming fixed and pan-tilt-zoom ("PTZ") video cameras, and the Flock Safety® gunshot detection device, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
- Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
- FlockOS® features Flock Safety™ unique Real-Time Routing feature that analyzes
 various data sources to determine where a suspect vehicle has been and its' direction
 of travel providing users with possible outcomes based on a confidence threshold
- Through FlockOS, Flock Safety® is the only LPR provider to officially partner with FirstTwo to enable clicking anywhere on a display map to display relevant information from FirstTwo

Flock911

- Real-time 911 calls and caller-sourced media for enhanced situational clarity in MDTs and Real Time Crime Centers ("RTCCs")
- FlockOS® is the only product on the market that works with Prepared911 to distribute
 911 call audio and transcripts to law enforcement agencies directly

Flock Safety® Traffic Analytics for Businesses

 Provides customers with actionable visitor insights from their LPR network to enhance marketing and operations efforts

Flock Safety® Advanced Investigations Analytics

 Allows customers to leverage their LPR network to expand theft and organized crime cases

Flock Safety® Traffic Analytics for Government

 Allows customers to unlock the potential of their LPR network for critical traffic management insights



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

and defaulted does not come inglies to the certificate moder in new or such endorsement(s).				
PRODUCER MARSH RISK & INSURANCE SERVI	CES	CONTACT NAME:		
FOUR EMBARCADERO CENTER, S	UITE 1100	PHONE (A/C, No, Ext):	FAX (A/C, No):	
CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111		E-MAIL ADDRESS:		
0/11/1/10/000, 0/ 34/11		INSURER(S) AFFORDING COVERAGE	NAIC#	
CN134017657GAUWE-24-25		INSURER A: Travelers Property Casualty Company of Amel	rica	
INSURED Flock Group Inc		INSURER B: The Charter Oak Fire Insurance Company		
DBA Flock Safety		INSURER C: Homeland Insurance Company Of New York	34452	
1170 Howell Mill Rd NW Atlanta. GA 30318		INSURER D :		
Addition, GAY 300010		INSURER E :		
		INSURER F :		
COVERACES	OFFICIOATE MUMPED	DEL//01011 111	WIDED.	

COVERAGES CERTIFICATE NUMBER: SEA-003920730-05 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

E	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY	Χ	Х	CANAD DISTRIBUTED OF	08/23/2024	08/23/2025	EACH OCCURRENCE	\$ 1,000,000
1	CLAIMS-MADE X OCCUR			27			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
1							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
В	AUTOMOBILE LIABILITY	Χ	x 4	7 (10) (27) (12) (24)	08/23/2024	08/23/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
1	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
A	X UMBRELLA LIAB X OCCUR	Χ	X (CUP 61 34 SCZN THE 24	08/23/2024	08/23/2025	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED X RETENTION\$ 10,000							\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Χ	(All 55913) 60-111,24 3	08/23/2024	08/23/2025	X PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
_	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Errors & Omissions / Cyber			173000000000000000000000000000000000000	08/23/2024	08/23/2025	Limit:	5,000,000
1				SIR: \$100,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of insurance.

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Marsh Risk & Insurance Services





ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

MARSH RISK & INSURANCE SERVICES	Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW				
POLICY NUMBER	1170 Howell Mill Rd NW Atlanta, GA 30318				
CARRIER	IAIC CODE				
ADDITIONAL DEMARKS	EFFECTIVE DATE:				
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACOR					
FORM NUMBER: 25 FORM TITLE: Certificate of Liab	illy insurance				
Carrier will provide notice of cancellation or nonrenewal per below if required by a written of	Carrier will provide notice of cancellation or nonrenewal per below if required by a written contract.				
Cancellation For Other Than Nonpayment: Number of Days Notice: 30 days Cancellation For Nonpayment: Number of Days Notice:10 days (Nonrenewal): Number of Days Notice:10 days					
42 - 3	K - K				
•					
To purchase the A	92				

Organizatic Networks 5 Networks I'm Sharing

Baldwinsvil Baldwinsvil Waltham MA PD

Utica City N Utica City NY PD

Troy NY PD Troy City NY PD

SUNY-Onor SUNY-Onondaga Community College Campus NY PD

Baytown TX Baytown TX PD

Collier Cou Collier County FL SO

Akron OH F Akron OH PD

New Castle New Castle Waltham MA PD

Onondaga Onondaga Waltham MA PD

Haddon Tw Haddon Twp NJ PD

Batavia NY Batavia NY PD

Whitehall 1 Whitehall 1 Waltham MA PD

Dutchess C Dutchess C Waltham MA PD

Wareham I Wareham MA PD

Niles OH PI Niles OH PD

Buffalo Sta Buffalo State University NY PD

New Canaa New Canaa Waltham MA PD

Bethlehem Bethlehem PA PD (Flex), Bethlehem PA PD (Wing), Bethlehem PA PD

Melrose M Melrose, N Waltham MA PD

Attleboro NAttleboro MA PD

Houston T> Houston PD (TX) â€" Flex Cams, Houston PD (TX), Houston PD (TX) â€" Uptown Houston Mgn

Currituck C Currituck County NC SO

Acushnet N Acushnet N Waltham MA PD

Norwalk CT Norwalk CT PD

Franklin M, Franklin M, Waltham MA PD

Green Islan Green Island NY PD

Lynn MA Pi Lynn MA Pi Waltham MA PD

Ludlow MA Ludlow MA Waltham MA PD

Nahant MA Nahant MA PD

Warwick RI Warwick RI Waltham MA PD

Simsbury C Town of Sir Waltham MA PD

Wakefield | Waltham MA PD

Abington N Abington N Waltham MA PD

Wichita Fal Wichita Fal Waltham MA PD

Ocean View Ocean View DE PD

Medway M Medway M Waltham MA PD

Cohoes NY Cohoes City NY PD

Girard OH | Girard PD OH

Homer Village NY PD, Homer Village NY PD (Flex)

Chelsea M/ Chelsea M/ Waltham MA PD

Vernon CT Vernon CT Waltham MA PD

Genesee County NY SO

Canton MA Canton MA Waltham MA PD

Greenfield Greenfield Waltham MA PD

Lawrence F Waltham MA PD

Lackawann Lackawanna City NY PD

Mahoning 'Mahoning 'Waltham MA PD

Cumberlan Cumberlan Waltham MA PD

Ridgefield (Ridgefield CT PD

Cortland O Cortland OH PD

Bristol Con Bristol Con Waltham MA PD

Youngstow Youngstown OH PD

East Hampi East Hampton Village NY PD

Laurel DE P Laurel DE PD

West Sene: West Seneca NY PD (Flex), West Seneca NY PD

Raynham N Raynham N Waltham MA PD

Cuyahoga F Cuyahoga F Waltham MA PD

Avon IN PD Avon IN PD

Adrian MI I Adrian MI I Waltham MA PD

Kill Devil Hi Kill Devil Hi Waltham MA PD

New Bedfo New Bedfo Waltham MA PD

Franklin Co Franklin Co Waltham MA PD

Putnam CT Putnam CT PD

Winthrop N Winthrop MA PD

Alcoa TN Pl Alcoa TN PD

Wilmingtor Wilmingtor Waltham MA PD

York ME PI York ME PI Waltham MA PD

Everett MA Everett MA Waltham MA PD

Cobb Coun Cobb Coun Waltham MA PD

Glencoe AL Glencoe AL PD

Metropolit Metropolitan Washington DC PD, Metropolitan Washington DC PD (Flex)

Pembroke Pembroke Waltham MA PD

Orange Bei Orange Bei Waltham MA PD

Tewksbury Tewksbury Waltham MA PD

Brookville | Brookville | Waltham MA PD

Columbia C Columbia C Waltham MA PD

Scotia Villa Scotia Village NY PD

Fishkill Tow Fishkill Tow Waltham MA PD

SUNY Old V Suny Old W Waltham MA PD

Lakeville M Lakeville M Waltham MA PD

Peotone IL Peotone IL PD

Chelmsforc Chelmsforc Waltham MA PD

Hopkinton Hopkinton Waltham MA PD

Bernards T' Bernards Twp NJ PD

South Portl South Portl Waltham MA PD

Forest Heig Forest Heights MD PD, Forest Heights MD PD - Wing LPR, Forest Heights MD PD (Flex)

East Provid East Provid Waltham MA PD

Woonsocke Woonsocke Waltham MA PD

Malden M/ Malden M/ Waltham MA PD

Beverly MA Beverly MA Waltham MA PD

Springfield Springfield MA PD

Hampden (Hampden (Waltham MA PD

Douglas M. Douglas MA PD

Bloomfield Bloomfield CT PD

Greenport Greenport Waltham MA PD

Baldwin Co Baldwin County GA SO - RedSpeed, Baldwin County GA SO

Poland Tov Poland Township OH PD

Kenmore V Kenmore Village NY PD

Milton MA Milton MA Waltham MA PD

Newburgh Newburgh City NY PD

Eastern Ad Eastern Ad Waltham MA PD

Saugus MA Saugus MA Waltham MA PD

South Plain South Plainfield NJ PD (Flex), South Plainfield NJ PD

Norwich C1 Norwich CT PD

Milton GA Milton GA PD

Glocester F Glocester RI PD

Westport C Westport CT PD (Condor), Westport CT PD, Westport CT PD (WING)

Avoca PA P Avoca PA P Waltham MA PD

Quincy MA Quincy MA Waltham MA PD

North King: North King: Waltham MA PD

Fairfield CT Fairfield CT Waltham MA PD

Bristol CT F Bristol CT F Waltham MA PD

Hamburg T Hamburg Town NY PD, Hamburg Town NY PD (Flex)

Fort Worth Fort Worth TX PD Wing LPR Cameras (Q1700), Fort Worth TX PD PID #11 Stockyards, East Lar

Holbrook N Holbrook N Waltham MA PD

Cohasset N Cohasset N Waltham MA PD

Marlboroui Marlboroui Waltham MA PD

Barnstable Barnstable Waltham MA PD

Avon CT PE Avon CT PE Waltham MA PD

Geddes Tov Geddes Town NY PD

Southern R Southern R Waltham MA PD

Newtown (Newtown (Waltham MA PD

Watervliet Watervliet Waltham MA PD

Hingham N Hingham N Waltham MA PD

Hyde Park | Hyde Park NY PD

Holyoke M. Holyoke M. Waltham MA PD

Warren OH Warren OH PD

Town of Ne Town of Ne Waltham MA PD

Millis MA P Millis MA P Waltham MA PD

Lynnfield N Lynnfield MA PD, Lynnfield PD (MA) Flex

Easton MA Easton MA Waltham MA PD

Old Westbi Old Westbi Waltham MA PD

Muttontow Muttontown NY PD

Dover DE P Dover DE PD - Flex, Dover DE PD

Saratoga Si Saratoga Springs NY PD

Taunton M Taunton M Waltham MA PD

Cicero Tow Cicero Town NY PD

Fairhaven | Fairhaven | Waltham MA PD

Revere MA The Squire Waltham MA PD

Glen Cove | Glen Cove | Waltham MA PD

Lowell MA Lowell MA Waltham MA PD

Hazleton P. Hazleton P. Waltham MA PD

Clearwater Clearwater FL PD

Franklin To Franklin To Waltham MA PD

Albany City Albany City Waltham MA PD

Monson M Monson M Waltham MA PD

Beacon City Beacon City Waltham MA PD

Newport R Newport RI PD

Washingto Washingtonville NY PD

Marlborough Town NY PD

Wappinger Wappingers Falls Village NY PD

Boylston N Boylston MA PD

Smithfield | Smithfield | Waltham MA PD

Bedminster Twp NJ PD

Salem MA | Salem MA | Waltham MA PD

Milford MA Milford MA Waltham MA PD

Abington T Abington Township PA PD , Abington Township PA PD (Flex)

Cornell Uni Cornell Uni Waltham MA PD

Niagara Co Niagara County NY SO

Bellingham Bellingham Waltham MA PD

Rensselaer Rensselaer NY PD

Seekonk M Seekonk MA PD

Hadley MA Hadley MA Waltham MA PD

Hempsteac Hempsteac Waltham MA PD

Shelby Cou Town of Ar Waltham MA PD

Chippewa I Chippewa Twp PA PD

Hamburg V Hamburg Village NY PD (Flex)

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Thornton C Thornton C Waltham MA PD

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Suffolk Cot Suffolk Cot Waltham MA PD

Auburn NY Auburn City Waltham MA PD

Sarasota Fl Sarasota Fl Waltham MA PD

Weymouth Weymouth Waltham MA PD

Hamilton C Hamilton C Waltham MA PD

Monroe G/ Monroe GA PD

Peabody M Peabody MA PD

Town of Lis Town of Lis Waltham MA PD

Boardman Boardman Waltham MA PD

Berlin CT P Berlin CT P Waltham MA PD

Cheshire C' Cheshire C' Waltham MA PD

Cheektowa Cheektowaga Town NY PD

Harrington Harrington DE PD

Inc Village Inc Village of Lake Success NY

Ross Town: Ross Township PA PD - Wing LPR

Quogue Vil Quogue Vil Waltham MA PD

Windsor Lc Windsor Lc Waltham MA PD

Town of Ea Town of East Fishkill NY PD

Anderson I Anderson IN PD

Guilderland Guilderland NY PD

Johnston R Johnston R Waltham MA PD

Beacon Fall Beacon Falls CT PD

Erie County Erie County NY SO

Westport N Westport N Waltham MA PD

Allentown Allentown PA PD

Middlebort Middlebort Waltham MA PD

Hermitage Hermitage Waltham MA PD

Poughkeep Poughkeep Waltham MA PD

Hillsboroug Hillsboroug Waltham MA PD

Fall River N Fall River N Waltham MA PD

Elmira City Elmira City NY PD

Charlton M Charlton M Waltham MA PD

Dewitt Tow Town of Dewitt NY PD

Orange Cou Orange County FL SO

Town of Pc Town of Poughkeepsie NY PD

[Federal] U US Postal II Waltham MA PD

East Lyme (East Lyme (Waltham MA PD

South King: South King: Waltham MA PD

Easthampt Easthampt Waltham MA PD

Vestal Tow Vestal Town NY PD

Bloomfield Bloomfield NM PD

Haverhill N Haverhill MA PD

Groton MA Groton MA Waltham MA PD

Crawford T Crawford T Waltham MA PD

Lawrence [Lawrence District Attorney PA (Flex)

Bethany Be Bethany Beach DE PD

Butler Tow Butler Tow Waltham MA PD

Montville (Montville (Waltham MA PD

Tiverton RI Tiverton RI Waltham MA PD

Milford DE Milford DE Waltham MA PD

Montgome Montgome Waltham MA PD

Stonington Stonington CT PD

Solvay Villa Solvay Village NY PD

Nantucket Nantucket MA PD

Randolph N Randolph N Waltham MA PD

Town of Gr Groton CT Waltham MA PD

Central Cor Central Connecticut State University Campus CT PD

West Hartf West Hartf Waltham MA PD

University (University of Delaware DE

Woburn M. Woburn M. Waltham MA PD

Somerset N Somerset N Waltham MA PD

West Sprin West Sprin Waltham MA PD

Temple University Campus PA PD

Flemington Flemington NJ PD

Grafton M/ Grafton M/ Waltham MA PD Lynbrook V Lynbrook Village NY PD Framinghai Framinghai Waltham MA PD Braintree N Braintree N Waltham MA PD Pawtucket Pawtucket Waltham MA PD Foster RI PI Foster RI PD South Hadl South Hadley MA PD Billerica MA Billerica MA PD Central Fall Central Fall Waltham MA PD Binghamto Binghamton City NY PD Elizabeth N Elizabeth NJ PD Prospect C' Prospect CT PD West View Borough P. Waltham MA PD St. Charles City MO PD Waltham MA PD Pea Ridge AR PD Waltham MA PD Russell County AL SO Waltham MA PD Elizabethtown KY PD Waltham MA PD Virginia Department of Waltham MA PD [Federal] Wright Patte Waltham MA PD Carroll County GA SO Waltham MA PD Franklin Park PA PD Waltham MA PD Sharon MA PD Waltham MA PD OH - Butler County SO Waltham MA PD NYS Crime Analysis Cei Waltham MA PD Idaho State Police ID Waltham MA PD CSX Railroad PD Waltham MA PD Sterling Heights MI PD Waltham MA PD Paris TX PD Waltham MA PD Whitewater WI PD Waltham MA PD Scott County MS SO Waltham MA PD Mattapoisett MA PD Waltham MA PD Westwood MA PD Waltham MA PD Auburn MA PD Waltham MA PD Rochester NH PD Waltham MA PD Webster MA PD Waltham MA PD Tampa FL PD Waltham MA PD Warren NJ PD Waltham MA PD Baldwinsville Village N Waltham MA PD Deptford NJ PD Waltham MA PD Davie County NC SO Waltham MA PD Goodyear AZ PD Waltham MA PD Lufkin TX PD Waltham MA PD Marion IN PD Waltham MA PD Buncombe County NC Waltham MA PD Junction City KS PD Waltham MA PD

Vero Beach FL PD

Purcell OK PD

Waltham MA PD

Waltham MA PD

Pottawattamie County Waltham MA PD
Marple Twp PA PD Waltham MA PD
Lakeland FL PD Waltham MA PD
Arnold MO PD Waltham MA PD
Summit County CO SO Waltham MA PD
Sarpy County NE SO Waltham MA PD
Evans Town NY PD Waltham MA PD
Franklin IN PD Waltham MA PD
Ipswich MA PD Waltham MA PD
Hartford CT PD Waltham MA PD
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North Charleston SC Pl Waltham MA PD
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Danbury CT PD Waltham MA PD
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Walton County FL SO Waltham MA PD
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Lincoln County SO NE Waltham MA PD
West Greenwich RI PD Waltham MA PD
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Knox County IL SO Waltham MA PD
St. John Parish LA SO Waltham MA PD
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Litchfield NH PD Waltham MA PD
Falmouth ME PD Waltham MA PD
Vernon Parish LA SO Waltham MA PD
Rogers AR PD Waltham MA PD
Manchester NH PD Waltham MA PD
Springfield College Car Waltham MA PD
Woodlawn OH PD Waltham MA PD

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Somerset County NJ Pi Waltham MA PD
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Columbia County FL SC Waltham MA PD
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Lake Geneva WI PD Waltham MA PD
Wellesley MA PD Waltham MA PD
Norwell MA PD Waltham MA PD
Hackensack NJ PD Waltham MA PD
Wallingford CT PD Waltham MA PD
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Alabama Department (Waltham MA PD
Northampton County I Waltham MA PD
Selma NC PD Waltham MA PD
Scarborough ME PD Waltham MA PD
Hillsborough County N Waltham MA PD
NESPIN - New England Waltham MA PD
Grand Haven MI DPS Waltham MA PD
Rocky Hill CT PD Waltham MA PD
Warwick Town NY PD Waltham MA PD
Watertown MA PD Waltham MA PD
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Portsmouth NH PD Waltham MA PD
Niagara Falls City NY P Waltham MA PD
Plainville MA PD Waltham MA PD
Glastonbury CT PD Waltham MA PD
Lee County GA SO Waltham MA PD
Redding CT PD Waltham MA PD
Cumming GA PD Waltham MA PD
Bergen County NJ Pros Waltham MA PD
Cartersville GA PD Waltham MA PD
Agawam MA PD Waltham MA PD
Metro Police Authority Waltham MA PD
Natick MA PD Waltham MA PD
Orting WA PD Waltham MA PD
New Hampshire State Waltham MA PD
Struthers OH PD Waltham MA PD
Amarillo TX PD Waltham MA PD
Fishers IN PD Waltham MA PD
Clayton DE PD Waltham MA PD
Lonoke County AR SO Waltham MA PD
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Cullman County AL SO Waltham MA PD
VA - George Mason Ur Waltham MA PD
Bloomington IL PD Waltham MA PD

Wayne County TN SO Waltham MA PD Indian Hill OH PD Waltham MA PD Cherokee County GA E Waltham MA PD **Rock County WISO** Waltham MA PD Kansas Highway Patrol Waltham MA PD Amherst Town NY PD Waltham MA PD Brunswick County NC ! Waltham MA PD Rockmart GA PD Waltham MA PD Monongalia WV Count Waltham MA PD Montgomery County E Waltham MA PD Wichita KS PD Waltham MA PD Waltham MA PD Schuyler Co. IL SO Seguin TX PD Waltham MA PD Palm Beach County FL Waltham MA PD Cape Girardeau MO PI Waltham MA PD Fredericksburg City VA Waltham MA PD Clinton Township NJ Pl Waltham MA PD Joplin MO PD Waltham MA PD St Mary Parish LA SO Waltham MA PD Vienna VA PD Waltham MA PD Little Rock AR PD Waltham MA PD South Whitehall PA PD Waltham MA PD New York State Police Waltham MA PD Jersey City NJ PD Waltham MA PD Winterville NC PD Waltham MA PD Holland TX PD Waltham MA PD West Chester OH PD Waltham MA PD Muhlenberg Township Waltham MA PD Washington County W Waltham MA PD Colorado Springs CO P Waltham MA PD South Heidelberg Towi Waltham MA PD Aston PA PD Waltham MA PD Chevenne WY PD Waltham MA PD Spotsylvania County V, Waltham MA PD Coffeyville KS PD Waltham MA PD Chanute KS PD Waltham MA PD Maryland Heights MO Waltham MA PD Mohave County AZ SO Waltham MA PD **Dublin OH PD** Waltham MA PD Woodstock VA PD Waltham MA PD Oconee County GA SO Waltham MA PD Vandalia OH PD Waltham MA PD West Deptford NJ PD Waltham MA PD Covington GA PD Waltham MA PD Southern Shores NC PI Waltham MA PD Fairfax County VA PD Waltham MA PD Irondequoit PD NY Waltham MA PD

Pratt County KS SO	Waltham MA PD
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Wilton Manors FL PD	Waltham MA PD
Richmond Heights MO	Waltham MA PD
Murfreesboro TN PD	Waltham MA PD
Marshall TX PD	Waltham MA PD
Kingston Township PA	
Kaysville UT PD	Waltham MA PD
Albany County NY SO	Waltham MA PD
Benton County WA SO	Waltham MA PD
Kenosha WI PD	Waltham MA PD
Whitley County IN Pro	Waltham MA PD
Mill Creek WA PD	Waltham MA PD
Luzerne County PA DA	
Tell City IN PD	Waltham MA PD
Richmond VA PD	Waltham MA PD
Robinson Township PA	Waltham MA PD
Brevard County FL SO	
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Westworth Village TX	
Missouri Information A	Waltham MA PD
Crowell TX PD	Waltham MA PD
Woodbury NJ PD	Waltham MA PD
Richland Township (Ca	Waltham MA PD
Montgomery County T	
Putnam County GA SO	
New Britain Township	
Washington County M	Waltham MA PD
Wabaunsee County SC	Waltham MA PD
Somerset Borough PA	Waltham MA PD
Goose Creek SC PD	
New Castle PA PD	Waltham MA PD
Vestavia Hills AL PD	Waltham MA PD
Ottawa County MI SO	Waltham MA PD
Iredell County NC SO	Waltham MA PD
Upshur County WV SO	Waltham MA PD
Owego Village NY PD	Waltham MA PD
Miami-Dade FL SO	Waltham MA PD
Harrisonville MO PD	Waltham MA PD
Oxford PD - OH	Waltham MA PD
Grand Chute WI PD	Waltham MA PD
Ocean Springs MS PD	Waltham MA PD
Longport NJ PD	Waltham MA PD
Arlington PD (WA)	Waltham MA PD
MAGLOCLEN RISS	Waltham MA PD
Erie PA PD	Waltham MA PD
Columbus County NC S	Waltham MA PD

New Windsor Town N\ Waltham MA PD Macon County NC SO Waltham MA PD Raytown MO PD Waltham MA PD Bulloch County GA SO Waltham MA PD Taylor MI PD Waltham MA PD Niceville FL PD Waltham MA PD Sherwood AR PD Waltham MA PD Washington County Di Waltham MA PD Ouachita Parish LA SO Waltham MA PD Fairmount IN PD Waltham MA PD Massachusetts Depart Waltham MA PD Waltham MA PD Juab County UT SO Stow MA PD Waltham MA PD AR - Alma PD Waltham MA PD Sheboygan WI PD Waltham MA PD Oxford MS PD Waltham MA PD Hope Mills NC PD Waltham MA PD Menomonee Falls WI F Waltham MA PD **Durango CO PD** Waltham MA PD Darien CT PD Waltham MA PD Lebanon TN PD Waltham MA PD Mathews County VA St Waltham MA PD Shelby County ALSO Waltham MA PD King George County V/ Waltham MA PD New Albany OH PD Waltham MA PD Springfield MO PD Waltham MA PD **Erwin NC PD** Waltham MA PD Fish and Wildlife Comr Waltham MA PD White House TN PD Waltham MA PD Carson County TX SO Waltham MA PD Mauldin SC PD Waltham MA PD Marion Health PD (IN) Waltham MA PD Herndon VA PD Waltham MA PD Fort Collins CO PD Waltham MA PD Bixby OK PD Waltham MA PD Raleigh NC PD Waltham MA PD Person County NC SO Waltham MA PD Waukesha WI PD Waltham MA PD Seminole County FL SC Waltham MA PD Jackson WI PD Waltham MA PD El Cajon CA PD Waltham MA PD Pinellas Park FL PD Waltham MA PD Princeton IN PD Waltham MA PD Richland County SC SO Waltham MA PD Neshkoro WI PD Waltham MA PD Jefferson County MO S Waltham MA PD Republic MO PD Waltham MA PD

Metropolis IL PD	Waltham MA PD
Morgan County AL SO	Waltham MA PD
Newton County MS SC	Waltham MA PD
Lantana FL PD	Waltham MA PD
Metro Washington Air	Waltham MA PD
Pembroke NC PD	Waltham MA PD
Sioux City IA PD	Waltham MA PD
Sauk Prairie WI PD	Waltham MA PD
Niagara Frontier Trans	Waltham MA PD
Capitol Heights MD PD	Waltham MA PD
Tarpon Springs FL PD	Waltham MA PD
Village of Clearview W	Waltham MA PD
Vernon County WI SO	Waltham MA PD
South Carolina Law En	Waltham MA PD
Mississippi Departmen	Waltham MA PD
Whiteville NC PD	Waltham MA PD
Cedar County IA SO	Waltham MA PD
Eau Claire County WI S	Waltham MA PD
Germantown TN PD	Waltham MA PD
Tompkins County NY S	Waltham MA PD
Byron GA PD	Waltham MA PD
Cranston RI PD	Waltham MA PD
Altoona IA PD	Waltham MA PD
Dearborn MI PD	Waltham MA PD
Branson MO PD	Waltham MA PD
Urbana OH PD	Waltham MA PD
Louisville Metro KY PD	Waltham MA PD
Middletown Township	Waltham MA PD
Aurora IL PD	Waltham MA PD
Missouri Department o	Waltham MA PD
Elkton MD PD	Waltham MA PD
Calhoun County SC SO	Waltham MA PD
Pawnee County KS SO	Waltham MA PD
Hillsborough County FI	Waltham MA PD
Hanover Park IL PD	Waltham MA PD
Friendswood TX PD	Waltham MA PD
Muncie IN PD	Waltham MA PD
North Carolina State B	Waltham MA PD
Waterford CT PD	Waltham MA PD
Burlington MA PD	Waltham MA PD
Middletown RI PD	Waltham MA PD
Town of Woodbury NY	Waltham MA PD

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ncaster PID,Fort Worth TX PD

From:

Stanton, Luke

Sent:

Friday, September 19, 2025 11:03 AM

To:

Maher, Timothy

Subject:

FW: Records request

Tim:

I have been assigned this Public records request. I understand we can respond to anonymous *and by law we are required to)

I had previously responded to the request the ACLU made on this, so I want to make sure we are consistent here.

I understand that

- a. We have still not implemented the system and
- b. 2. The rules and regulations for this are still being formulated.

In any event, can you let me a day that works for you to review

Thank you

Luke Luke Stanton Asst. City Solicitor City of Waltham Law Dept. 119 School Street Waltham, MA 02451 (781) 314-3330

Istanton@city.waltham.ma.us

From: Champeon, Steven

Sent: Wednesday, September 17, 2025 4:26 PM
To: Stanton, Luke < lstanton@city.waltham.ma.us>
Cc: Gallant, William < wgallant@police.waltham.ma.us>

Subject: Re: Records request

It's anonymous. The portal can send a response back.

Is that right Bill?

Respectfully,

Steven R. Champeon Deputy Chief

On Sep 17, 2025, at 4:16 PM, Stanton, Luke < stanton@city.waltham.ma.us> wrote:

Steve:

Who requested these records? Is there no name, address, or email associated with what you sent us?

Luke Stanton
Asst. City Solicitor
City of Waltham Law Dept.
119 School Street
Waltham, MA 02451
(781) 314-3330
Istanton@city.waltham.ma.us

From: Laughman, Katherine <klaughman@city.waltham.ma.us>

Sent: Wednesday, September 17, 2025 4:10 PM

To: Champeon, Steven <schampeon@police.waltham.ma.us>; Rowland, Karen

<krowland@city.waltham.ma.us>

Cc: Maher, Timothy <tmaher@police.waltham.ma.us>; Gallant, William

<wgallant@police.waltham.ma.us>; Stanton, Luke <lstanton@city.waltham.ma.us>

Subject: RE: Records request

Thank you for forwarding this. Luke Stanton will be your point person on this.

Best,

KATHERINE D. LAUGHMAN

WALTHAM CITY SOLICITOR

T: 781-314-3330 (Ext. 3335) | City of Waltham Law Department | 119 School Street Waltham, MA 02452 | klaughman@city.waltham.ma.us

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

From: Champeon, Steven < schampeon@police.waltham.ma.us>

Sent: Wednesday, September 17, 2025 2:31 PM

To: Rowland, Karen < krowland@city.waltham.ma.us >; Laughman, Katherine

<klaughman@citv.waltham.ma.us>

Cc: Maher, Timothy < tmaher@police.waltham.ma.us >; Gallant, William

<wgallant@police.waltham.ma.us>
Subject: Fwd: Records request

Good afternoon, I am in training this week and off site. We received this anonymous request through our records portal.

I am requesting assistance from the law department for an appropriate response.

Det. Capt. Maher will be the point person on this matter.

Thank you.

Respectfully,

Steven R. Champeon Deputy Chief

Begin forwarded message:

From: "Gallant, William" < wgallant@police.waltham.ma.us>

Date: September 17, 2025 at 12:23:36 PM EDT

To: "Champeon, Steven" < schampeon@police.waltham.ma.us>

Subject: Records request

Deputy, we got the following requestion: This came in via the portal on 9/16.

Hello.

I would like to request all copies of all records relating to the acquisition, installation, and use of Flock Safety cameras by the Waltham Police Department. Specifically, I request:

- Contracts, memoranda of understanding, and agreements with Flock Safety.
- Invoices, purchase orders, and financial records related to camera acquisition, installation, and maintenance.
- Documents identifying the locations and number of Flock Safety cameras installed.
- Policies, guidelines, or standard operating procedures regarding the use of Flock Safety cameras and data.
- Records of data retention, access logs, and sharing agreements with other agencies.
- Usage statistics, reports, or audits related to Flock Safety cameras.

Correspondence (including emails) between the department and Flock Safety from the start of the engagement to July 2025.

I request these records in electronic format where possible. If any

portion is withheld, please cite the specific statutory exemption.

Thank you

The City of Waltham Police Department is in receipt of your request submitted to the Waltham Police Department Records Division on September 17, 2025 pursuant to the Massachusetts Public Records Law, which requests the following:

- Contracts, memoranda of understanding, and agreements with Flock Safety.
- Invoices, purchase orders, and financial records related to camera acquisition, installation, and maintenance.
- Documents identifying the locations and number of Flock Safety cameras installed.
- Policies, guidelines, or standard operating procedures regarding the use of Flock Safety cameras and data.
- Records of data retention, access logs, and sharing agreements with other agencies.
- Usage statistics, reports, or audits related to Flock Safety cameras.

Correspondence (including emails) between the department and Flock Safety from the start of the engagement to July 2025.

I request these records in electronic format where possible. If any portion is withheld, please cite the specific statutory exemption.

Please be advised that the Police Department's duty to respond to records requests extends only to records that are in existence and in the custody of the Police Department, and the Police Department is under no obligation to create records in response to your request.

Response to Request

Responsive records that are subject to mandatory disclosure under the Public Records Law will be provided upon payment of any applicable fees (noted below). Where permitted by law, however, such records or material contained therein may be withheld or redacted under any of the exemptions to the Public Records Law, other applicable provisions of law, and/or common law privileges, such as the attorney-client privilege. See, e.g., G.L. c. 4, §7(26); Suffolk Construction Co. v. Div. of Capital Asset Mgmt., 449 Mass. 444, 449-450 (2007); 950 CMR 32.06(3).

- Contracts, memoranda of understanding, and agreements with Flock Safety. Yes

- Invoices, purchase orders, and financial records related to camera acquisition, installation, and maintenance.

Yes

- Documents identifying the locations and number of Flock Safety cameras installed. No do not exist
- Policies, guidelines, or standard operating procedures regarding the use of Flock Safety cameras and data.

No do not exist, yet currently in review

- Records of data retention, access logs, and sharing agreements with other agencies.
- Usage statistics, reports, or audits related to Flock Safety cameras.

Correspondence (including emails) between the department and Flock Safety from the start of the engagement to July 2025.

Yes, exist must be compiled and reviewed

Finally, please note that nothing herein shall limit the Police Department's ability to assert applicable exemptions under state or federal law, as become apparent and appropriate following the search for, and segregation of, responsive records.

After the Police Department's initial, good-faith efforts in receipt of your request, the Police Department can inform you that, in general, it has the aforementioned records that are responded to above.

Fee Estimate

Based on its initial diligent work and documents produced above, the Police Department estimates that there are a number of records responsive to this request that require the Police Department to review a number of electronic emails (in excess of 4,500). Because the search, review and printing of these emails would require review to determine the appropriateness of their disclosure or protection from disclosure or redaction under various provisions of the Massachusetts (Federal) Public Records Law this is time-consuming.

Given the number of potentially responsive records to this request, it is estimated that it will cost \$700.00 to search for and locate electronic and hard copy records, which, at this stage is a very conservative estimate given the volume of records at issue. That amount is broken down as follows:

Title

Hours

Per Hour Cost

Captain Timothy Maher

20 hours (to conduct searches and remove investigative

material)

77.12/ Hr (rate)

Reduced to \$25.00 per hour, as required

Title

Hours

Per Hour cost

Luke Stanton, Esq.

10 hours (to review and identify responsive documents after police

remove improper)

\$68.97/hr (Rate)

Reduced to \$25.00 per hour, as required.

TOTAL 30-2 = 28 hours = \$ 700

As permitted by law, you will be charged for employee search time, which is charged at the hourly rate of the lowest paid person capable of locating the responsive records, in accordance with 950 CMR 32.07(2)(i). The employee time detailed above is charged at the hourly rate of the lowest paid person capable of searching for the responsive records, in accordance with 950 CMR 32.07(2)(i), which shall not exceed \$25.00 per hour, unless otherwise authorized by the Supervisor of Records. Moreover, because the City has more than 20,000 residents, pursuant to the last Decennial U.S. Census, you will not be charged for the first two hours of work associated with this request, as noted above.

Please note that the actual cost of producing the records may vary once the Police Department begins preparing the records for response. At this time, it is anticipated that the Police Department will be able to produce most of the records electronically, subject to withholding or redaction. Please be advised, however, that if there are any responsive records that do contain exempt or otherwise privileged information, and if there are any documents that may only be redacted manually and not electronically (and thus must be printed prior to redaction), copying charges will apply at the rate of \$.05 per page.

Based on the foregoing, upon receipt of your payment in the amount of \$700.00 made payable to the City of Waltham, the Police Department will begin the requested work necessary to comply with your request. 950 CMR 32.06(2)(f). The Supervisor of Records has previously determined that the "Public Records Law requires a requester to pay a fee estimate prior to the agency or municipality conducting search, segregation and redaction of records, and prior to receipt of the records." See SPR 17/1005. Furthermore, in accordance with the regulations of the Supervisor, the Police Department is not required to provide you with any public records until all fees related to your requests are paid in full. 950 CMR 32.06(2)(f). The Police Department will provide a further basis if any records are withheld or redacted in compliance with the Public Records Law.

SUGGESTED MODIFICATION

If you would like to modify your request and narrow the scope, the Police Department may be able to respond in a more cost effective and efficient manner, particularly with limited staffing and its significant public responsibilities.

If you feel a copy of our contract with Flock and our invoice for Flock is sufficient, I can send these two documents right back to you. Please let me know.

I understand you wish to remain anonymous, which is perfectly fine, however if you wish to discuss additional options in narrowing the scope of request you can certainly contact me by email and or my office phone. You can also continue with the department portal and note that your request be brought to my attention.

You may appeal this response to the Supervisor of Public Records pursuant to 950 CMR 32.08(1)(d). By law, the Supervisor is required to respond within 10 business days of receipt of your appeal. You may also seek judicial review of an unfavorable response by commencing a civil action in the superior court, under G.L. c.66, §10A(c).

Very truly yours,

Coolen Transly who

Captain

Waltham Police Department

Captain Timothy J. Maher Detective Division

Waltham Police Department 155 Lexington Street

Waltham Mass 02452

Main: (781) 314-3550 Direct: (781) 314-3551 Facsimile: (781) 314-3570

Email: tmaher@police.waltham.ma.us

Cc: Istanton@city.waltham.ma.us

R000647-101725 - Police Records Request

Message History (4)

On 10/31/2025 8:26:26 AM, wrote to Anonymous Requester (j2872hn):

Hello,

Looking forward to receiving the requested documents as the 10 day window closes today. Thank you

On 10/17/2025 1:06:09 PM, wrote to Anonymous Requester (j2872hn):

Message Status:

Additionally, as indicated in the original request (R000583-091625), could you please share the copy of the Flock contract and invoice?

On 10/17/2025 10:39:24 AM, System Generated Message:

Message Status:



Dear Anonymous Requester:

Your request has been received and is being processed. Your request was received in this office on 10/17/2025 and given the reference number R000647-101725 for tracking purposes.

Records Requested: I am appealing the response of request reference R000583-091625. Specifically the requests associated with "Documents identifying the locations and number of Flock Safety cameras installed"



as well as "policies, guidelines, or standard operating procedures regarding the use of Flock Safety cameras and data". The agency's response that no such records exist is not credible, as the installation of Flock Safety cameras (funded by taxpayer dollars) generates documentation and policy guidance. I respectfully request that Waltham PD conduct a new search, including all divisions that oversee camera deployment, contracts, and data management.

Your request will be forwarded to the relevant department(s) to locate the information you seek and to determine the volume and any costs associated with satisfying your request. You will be contacted about the availability and/or provided with copies of the records in question.

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed.

Waltham Police Department

To monitor the progress or update this request please log into the Public Records Center



On 10/17/2025 10:39:23 AM, Anonymous Requester (j2872hn) wrote:

Request Created on Public Portal



From:

x1wb4krc@mailer.me

Sent:

Monday, November 3, 2025 9:02 AM

To:

Mayor; Maher, Timothy

Cc:

Durkee, Sean T; Bradley-MacArthur, Colleen; Logan, Robert; Stanton, Luke

Subject:

Overdue Police Department FOIA - Flock Cameras

CAUTION: This message originated outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders

Hello Mayor McCarthy and Captain Maher,

I'm writing to follow up on an overdue public records request submitted to Waltham Police Department (WPD) on September 17, 2025, with the reference number R000583-091625. I'm requesting additional information regarding the city's business dealings with Flock Safety.

A timely response was received from WPD in request R000583-091625 indicating that the materials in the new request would be available immediately but there was no way to respond to the closed request. The new request solicits that information. However, no response has been provided yet, and the time period allowed for a response, as per Massachusetts General Laws (M.G.L.) c. 66, section 10, has elapsed.

I kindly request that Waltham PD provide the requested information as soon as possible, in accordance with M.G.L. c. 66, section 10.

Thank you
Concerned citizen

From:

Mayor

Sent:

Monday, November 3, 2025 1:17 PM

To:

'x1wb4krc@mailer.me'; Maher, Timothy

Cc:

Durkee, Sean T; Bradley-MacArthur, Colleen; Logan, Robert; Stanton, Luke

Subject:

RE: Overdue Police Department FOIA - Flock Cameras

Luke.

Please see the below.

JAM

From: x1wb4krc@mailer.me <x1wb4krc@mailer.me>

Sent: Monday, November 3, 2025 9:02 AM

To: Mayor <mayor@city.waltham.ma.us>; Maher, Timothy <tmaher@police.waltham.ma.us>

Cc: Durkee, Sean T <sdurkee@city.waltham.ma.us>; Bradley-MacArthur, Colleen <cbmacarthur@city.waltham.ma.us>;

Logan, Robert <rlogan@city.waltham.ma.us>; Stanton, Luke <lstanton@city.waltham.ma.us>

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