



City of Burlingame

Police Department

Mike Matteucci
Chief of Police

December 15, 2022

Dave Maass
MuckRock News
Email: 136138-37486098@requests.muckrock.com

Re: California Public Records Act Request: Automatic License Plate Reader (ALPR)

Dear Mr. Maass:

This letter is in response to your records request received by the Burlingame Police Department in which you request *"Information related to ALPR data sharing."*

In accordance with California Government Code § 6250, et seq. the California Public Records Act (CPRA) we have reviewed your request to determine whether the City has any identifiable, non-exempt public records that fit within the description of the records you have requested. The California Public Records Act (CPRA) requires that California public agencies make available for inspection records in agency's possession that are subject to disclosure, but expressly exempts certain materials from disclosure pursuant to Government Code section 6254.

With respect to your request, the Burlingame Police Department currently does not own or regularly utilize automate license plate readers (ALPRs). However, ALPRS are available for temporary loan through agencies such as the Northern California Regional Crime Information Center (NCRIC). Please see the City of Burlingame website for NCRIC policy information, frequently asked questions, as well as their Privacy Impact Analysis.

https://www.burlingame.org/departments/police_department/automated_license_plate_readers.php

In accordance with Government Code section 6254(f)(2), we are providing you with a copy of the Burlingame City Staff Reports for January, February, and April 2022. Enclosed is also a copy of the Burlingame Police Department Policy 459 Automated License Plate Reader (ALPRS) and the Flock Group Services Agreement.

The City does not have any non-exempt records regarding ALPR data. In this instance, disclosure of law enforcement exempt information would hinder the effectiveness of the program. Government Code § 6254(f) states that records of complaints to, or investigations conducted by any local police agency, or any investigatory files of local police agency, are exempt from disclosure. The ALPRS are a law enforcement investigative tool, we do not provide ALPR data.



City of Burlingame

Police Department

Mike Matteucci
Chief of Police

I am responsible for this determination concerning your records request in my capacity as Chief of Police for the City of Burlingame, in consultation with authorized representatives of our City. If you have any questions, or are able to refer me to controlling legal authority that supports a different result, please contact me.

Sincerely,

Mike Matteucci
Chief of Police

By: *Christine Granucci*

Christine Granucci
Police Services Manager



STAFF REPORT

AGENDA NO: 10b

MEETING DATE: January 18, 2022

To: Honorable Mayor and City Council
Date: January 18, 2022
From: Mike Matteucci, Chief of Police
Subject: Discussion of Automated License Plate Readers (ALPR)

RECOMMENDATION

Staff recommends that the City Council discuss whether it wishes to deploy Automated License Plate Readers (ALPRs) in Burlingame.

BACKGROUND

ALPR systems are camera systems designed to read license plates with the use of optical character recognition. ALPR systems can be fixed or mobile. The most common ALPR systems people encounter are those at bridge toll crossings

DISCUSSION

In June 2015, the Burlingame City Council discussed ALPRs and opted not to utilize them in Burlingame. Since that time, however, some Councilmembers have heard from constituents about their interest in deploying this technology in Burlingame. For that reason, Councilmember O'Brien Keighran asked that a discussion of ALPRs be placed on a future Council agenda.

Benefits of ALPRs

Burlingame is one of four cities in San Mateo County not currently utilizing ALPRs. According to the cities that have deployed them, the technology has been successful in solving crimes, locating and apprehending wanted individuals, locating missing persons and stolen vehicles, and preventing criminal activity.

For example, in regards to the recent "mob style" grab and run thefts plaguing Bay Area retail shopping areas, victim agencies are able to "flag" vehicle license plate numbers associated with these thefts in the ALPR system. Agencies with ALPRs can then be alerted if these vehicles enter their jurisdiction and can immediately send Officers to their retail areas in an effort to prevent thefts from occurring. ALPRs can also be configured to send alerts if multiple vehicles without a license plate pass a reader within a short time frame, as many of these thefts occur using multiple vehicles with covered or no license plates.

There are many other ways ALPRs can be used to combat crime and increase the quality of life in Burlingame. For example, ALPRs could be used to deter auto burglaries along "hotel-row" (Bayshore Highway and Airport Blvd). Those responsible often utilize stolen or embezzled rental vehicles to commit these crimes. ALPRs would send an alert if these vehicles entered Burlingame, and Officers could immediately respond to the area in an attempt to prevent these crimes from occurring or apprehend suspects. This same strategy can be utilized in residential neighborhoods to combat residential and auto burglaries.

In addition, vehicles used by suspects arrested in other jurisdictions committing crimes similar in nature to those committed in Burlingame could be cross checked against Burlingame ALPR data, furnishing Investigators with a tool to help identify suspects and solve Burlingame crimes. Criminals are also becoming more aware of which cities utilize ALPRs, and may start targeting those which do not.

Arguments against ALPRs

There are a number of concerns with the deployment of ALPRs. These include:

- License plate data reveals the travel histories of millions who have committed no crime.
- Information captured by readers is pooled into regional sharing systems, resulting in an enormous database of innocent motorists.
- The collected information may be retained for years with few or no restrictions to protect privacy.
- Data breaches and inappropriate accessing of data by users with authorization codes are possible.
- The monetary cost and privacy concerns outweigh the crime reduction benefits.

Costs and Next Steps

The cost to deploy ALPRs is approximately \$2500 per ALPR, per year. This is a lease price that would cover installation, maintenance, replacement, and 30 days of data storage. The City would retain control of the data (retention schedules, sharing policies, etc.).

Any data that the Police Department chose to share with neighboring jurisdictions would be restricted and protected by policies equivalent to the policies used to protect criminal history information. Officers and Investigators from any agency (including Burlingame) could not arbitrarily search the database without permission and cause.

If the City Council were to authorize the use of ALPRs within Burlingame, staff would return to the City Council with recommendations as to the number of ALPRs utilized and their locations. Staff would also need to develop policies regarding data retention and data sharing.

FISCAL IMPACT

There is no fiscal impact associated with this report. Should the City Council choose to move forward with the deployment of ALPRs, then the cost would depend on the number of ALPRs utilized.

Exhibit:

None



STAFF REPORT

AGENDA NO: 10b

MEETING DATE: February 22, 2022

To: Honorable Mayor and City Council
Date: February 22, 2022
From: Mike Matteucci, Chief of Police
Subject: Automated License Plate Reader (ALPR) Discussion

RECOMMENDATION

Staff recommends that the City Council review the additional information it requested on Automated License Plate Readers (ALPRs) and provide direction on their possible deployment in Burlingame.

BACKGROUND

On January 18, 2022, staff made a presentation to the Burlingame City Council regarding ALPRs. After discussion, the City Council requested staff gather additional information. The Council was particularly interested in input from other San Mateo County cities currently using ALPRs.

DISCUSSION

Burlingame is one of six cities in San Mateo County not currently utilizing ALPRs. This is a correction from the original staff report dated January 18, 2022, which listed Burlingame as one of four.

Staff contacted the 14 cities within San Mateo County currently utilizing ALPRs and obtained the following information:

- The number of ALPRs utilized in each city ranges from one to 52 (with an average of approximately 20 per city).
- Three out of the 14 cities utilize only mobile ALPRs (i.e. they have ALPRs on some or all of their police vehicles but no fixed ALPRs at the moment).
- In selecting the locations for fixed ALPRs, all cities used methods such as covering major entrances/exits, covering major thoroughfares, crime trend maps, etc. None of the cities retained any outside consultants to assist with ALPR placement.
- None of the cities implemented any unorthodox policies in relation to ALPR use (i.e. no restrictions on stopping vehicles for minor traffic or misdemeanor violations).
- In regards to data retention, the cities are split, with approximately half retaining the data for 30 days and half retaining the data for one year.

- The cities vary the most in regards to data sharing. Some share their data by request only; some share within San Mateo County only; and some also share with the Northern California Regional Intelligence Center (NCRIC).
- Staff received overwhelmingly positive feedback regarding ALPR use. None of the cities reported any major issues with implementation, all believe ALPRs are helping to solve crimes and catch criminals, and all recommend their use.

Some of the comments received from Police Chiefs and Captains surveyed included the following:

- *ALPR information has been instrumental as an investigative aid for criminal investigations as well as a factor in the return of some at-risk missing persons.*
- *We have been able to prevent crimes by arresting wanted suspects or recovering stolen cars, and ALPRs have been credited in helping solve various cases including homicides and home invasion robberies.*
- *We've had a number of success stories with other jurisdictions' cameras. We've apprehended armed robbery suspects, an attempted murder suspect, etc.*
- *The cameras have been a huge help. Since July 2021, we dispatched patrol units 76 times on hits (recovering 3 firearms and 10 stolen vehicles through the system).*
- *There is no doubt that these cameras have enabled us to: solve more crimes; catch more criminals; prosecute more cases; make arrests without having to catch suspects in the act; recover more stolen vehicles; assist outside agencies with apprehensions; deter criminal activity by alerting us to the presence of known crime vehicles in our city, etc.*
- *It has been a great tool, but the ALPR system is limited in what it can do, so don't have the expectation that it will solve most problems.*
- *I would definitely recommend the cameras, and having us all on the same system is extremely beneficial.*
- *ALPRs also provide feedback as to how many vehicles travel on roadways equipped with ALPRs. This has been helpful for Public Works from time to time.*

Next Steps

Staff requests that the City Council provide direction regarding the deployment of ALPRs in Burlingame. Should the Council wish to move forward, then staff will develop an ALPR program for Council's approval that will include the number of ALPRs utilized, their locations, and policies regarding data retention and data sharing.

FISCAL IMPACT

There is no fiscal impact associated with this report. Should the City Council choose to move forward with the deployment of ALPRs, then the cost would depend on the number of ALPRs utilized.

Exhibit:

- Staff Report from January 18, 2022



STAFF REPORT

AGENDA NO: 10c

MEETING DATE: April 4, 2022

To: Honorable Mayor and City Council
Date: April 4, 2022
From: Mike Matteucci, Chief of Police
Subject: Automated License Plate Reader (ALPR) Discussion

RECOMMENDATION

Staff recommends that the City Council review the additional information it requested on Automated License Plate Readers (ALPRs) and provide direction on their deployment in Burlingame.

BACKGROUND

On January 18, 2022, and February 22, 2022, staff made presentations to the Burlingame City Council regarding ALPRs.

The January 18th presentation summarized the benefits of ALPRs (e.g. success in solving crimes, locating missing persons and stolen vehicles, preventing criminal activity, etc.) and the concerns (e.g. privacy issues, large database creations, excessive retention lengths, potential data breaches and inappropriate use, monetary costs, etc.). The costs were estimated at \$2,500 per ALPR, per year (which would include installation, maintenance, replacement, and 30 days of data storage).

The February 22nd presentation summarized input obtained from the other San Mateo County cities currently using ALPRs. For example, 14 out of the 20 San Mateo County cities, including Burlingame's neighboring cities of San Mateo, Hillsborough, and Millbrae, currently utilize ALPRs. The average number of ALPRs in use per city is approximately 20; and the feedback from all of the cities was overwhelmingly positive.

After discussions on both dates, the City Council requested staff gather additional information.

DISCUSSION

Notification of ALPR Presentation

In order to ensure widespread awareness of tonight's agenda item, staff publicized this discussion as follows:

- Notice in the San Mateo Daily Journal regarding tonight's discussion;
- Noticed on the Burlingame Police Department's homepage with links to the previous discussions;

- Article in the Thursday, March 31, 2022 eNews;
- Social Media outreach on the City's Twitter, Facebook, Simplicity, and Nextdoor accounts;
- Social Media outreach about tonight's discussion on the Police Department's Facebook, Simplicity, and Nextdoor accounts.

ALPR Use

ALPRs are primarily used in two ways, as a "real-time" notification system and as an "after-the-fact" investigatory tool. The "real-time" notification system would alert the department's dispatch center immediately if a "wanted" vehicle passes by an ALPR. The dispatch center would then dispatch officers to the area, along with a description of the vehicle, in an attempt to locate and stop the vehicle in question. "Wanted" vehicles are typically stolen vehicles, vehicles associated with a missing person, or vehicles associated with a serious crime, such as a homicide or robbery. Arrest warrants are generally not attached to a vehicle, so a subject driving through Burlingame with an outstanding warrant would typically not trigger an ALPR notification. These types of stops (i.e. stops associated with outstanding warrants) were identified as an area of concern during prior discussions.

It is important to note that all stops made as a result of an ALPR notification would also be subject to reporting as required by the Racial and Identity Profiling Act (RIPA)

The "after-the fact" investigatory tool would allow officers and inspectors to search specific time frames in the Police Department's database (for as long as the data is retained) when investigating "cold" crimes. For example, if a commercial burglary took place in the downtown business district during the early morning hours, officers and inspectors could search the databases of the ALPRs located in that area during that time frame in an attempt to identify potential suspect vehicles.

Requirement for ALPR Usage and Privacy Policy

California Civil Code section 1798.90.5 et seq. regulates the use of ALPRs. Agencies that operate or use ALPRs are required to maintain security procedures and practices, including operational, administrative, technical and physical safeguards, to protect ALPR information from unauthorized access or disclosure (CC section 1798.90.51(a)).

In addition, an ALPR operator or user is required to implement a usage and privacy policy to ensure that collection, use, maintenance, and dissemination of ALPR information respects individuals' privacy and civil liberties. A privacy and use policy must contain, at a minimum, the following (CC 1798.90.51(b)):

- Authorized purposes for using the ALPR system and collecting ALPR data;
- Designation of employees and contractors authorized to use or access the ALPR system or collect ALPR data; identification of training requirements;
- Description of how the ALPR system will be monitored to ensure security of data and compliance with applicable privacy laws;
- Purposes of, process for, and restrictions on, the sale, sharing or transfer of ALPR data;

- Identification of the official custodian of the ALPR system;
- Description of reasonable measures used to ensure the accuracy of ALPR information;
- Length of time for ALPR data retention, and process for determining if and when to destroy ALPR data.

A draft ALPR policy is attached to this staff report. The policy was written by Lexipol, a firm that specializes in providing police policies. Lexipol policies are based on the latest statutory law, case law, and progressive best practices. A summary of the draft policy is as follows:

- ALPRs shall be used for official and legitimate law enforcement business only;
- Data shall be retained for a maximum of 30 days;
- Data will be shared by request only;
- Authorized department personnel shall receive proper training in ALPR use and policy;
- System audits shall be conducted on a regular basis, etc.

Optional Surveillance Technology Ordinance

Although not required by state law, as a possible framework for evaluating ALPRs, and surveillance technology generally, the City Council may also consider adopting a Surveillance Technology Ordinance. Such an ordinance governs the procurement and oversight of surveillance technology. Prior to acquiring, using, or sharing data involving Surveillance Technology, the ordinance requires the City Council to first consider and adopt: 1) a Surveillance Impact Report; and 2) a Surveillance Use Policy (both described below) at a noticed public hearing. Thereafter, if the City wished to continue deploying the approved Surveillance Technology, the City Council must first consider and adopt an Annual Surveillance Report on the Surveillance Technology.

Under a Surveillance Technology Ordinance, before deploying or sharing data involving Surveillance Technology, the City must first take the following steps:

1. Prepare a draft Surveillance Impact Report and a Surveillance Technology Use Policy.
 - o A Surveillance Impact Report is a report that includes a description of:
 - the Surveillance Technology and how it works;
 - the proposed purpose of the Surveillance Technology;
 - the proposed location(s) for deployment of the Surveillance Technology and crime statistics for the location(s);
 - an assessment of any potential impact on civil liberties and civil rights, as well as any plans to safeguard rights of the public;
 - costs of the Surveillance Technology and sources of funding;
 - how and where the data collected will be stored and handled;
 - the experience, if any, of other governmental agencies who have used the same or similar technology, including an analysis of the effectiveness and any known adverse impacts, including unanticipated costs, civil rights or civil liberties impacts, and failures in the technology.

- A Surveillance Use Policy is a report that includes a description of:
 - the purpose for the Surveillance Technology;
 - the authorized uses of the technology and the rules and procedures for the use of the technology;
 - data collection, data access, data protection, data sharing, and data retention;
 - how the collected data may be accessed by members of the public
 - training required for users of the Surveillance Technology;
 - auditing and oversight for compliance with the Surveillance Use Policy.
- 2. Prior to considering the Surveillance Impact Report and Surveillance Use Policy, the City would provide Notice of the Public Hearing at which the reports would be reviewed. Ordinances adopted by other jurisdictions provide for a 30-day notice period.
- 3. The City Council would hold a Public Hearing to consider the proposed Surveillance Technology in relation to the Surveillance Impact Report and the Surveillance Use Policy. In order to authorize use of the Surveillance Technology, the City Council must make findings regarding the need for the Surveillance Technology weighed against the costs and potential impacts to civil rights and civil liberties.
- 4. Thereafter, if the City wished to continue using the Surveillance Technology, staff would be required to submit an Annual Surveillance Report and request continued permission to use the Surveillance Technology. In granting the continued use, the Council must make the above findings regarding the need for the Surveillance Technology weighed against the costs and potential impacts.

The Cities of Davis, Berkeley, Oakland, San Francisco, and San Diego; Santa Clara County; and BART have adopted a Surveillance Technology Ordinance. None of the cities in San Mateo County that currently deploy ALPRs has adopted a Surveillance Technology Ordinance. Adoption of a Surveillance Technology Ordinance is optional; such an ordinance is not a statutory requirement for implementation of an ALPR program.

Potential ALPR Locations

As mentioned in an earlier staff report, other cities chose their ALPR locations based on coverage at major entrances/exits to their cities, major thoroughfares, and/or major intersections. Should the Council wish to move forward, staff would propose installing ALPRs at 14 locations throughout Burlingame in order to obtain adequate coverage. These locations are:

- Skyline Dr @ Margarita Ave
- Skyline Dr @Trousdale Dr
- ECR @Peninsula Ave
- ECR @ Broadway
- ECR @Murchison Dr
- California Dr @Peninsula Ave
- California Dr @Burlingame Ave
- California Dr @Murchison Ave

- Rollins Rd @Humboldt Rd
- Rollins Rd @ Broadway
- Rollins Rd @ Murchison Dr
- Airport Blvd @ Lang Rd
- Airport Blvd @ Bayshore Hy
- Bayshore Hy @ Cowan Rd

Although this is listed as 14 locations, some of the larger intersections may require more than one ALPR for proper coverage, so the actual number of ALPRs needed to cover these 14 locations may actually be between 20 and 25 ALPRs.

Alternatively, if a smaller “pilot-type” program is more desirable at this time, staff has identified a smaller six-location proposal. These locations are:

- Skyline Dr @Trousdale Dr
- ECR @Murchison Dr
- California Dr @Burlingame Ave
- Rollins Rd @ Broadway
- Airport Blvd @ Lang Rd
- Bayshore Hy @ Cowan Rd

Similar to the 14-location proposal, some of these intersections may require more than one ALPR for proper coverage, so the actual number of ALPRs needed to cover these six locations may actually be between 10 and 12 ALPRs.

Should the City Council wish to move forward with the deployment of ALPRs at an alternative number of locations, staff would work within those parameters to identify the most practical locations.

Next Steps

Staff requests that the City Council provide direction regarding the deployment of ALPRs in Burlingame. Should the Council wish to proceed, staff also requests direction on whether the Council wishes to consider a Surveillance Technology Ordinance, or to consider implementation of an ALPR program without such an ordinance. Based on Council’s direction, staff can either prepare a proposed ordinance or develop an ALPR program for Council’s approval that will include the number of ALPRs utilized, their locations, and finalized policies regarding data retention and data sharing.

FISCAL IMPACT

There is no fiscal impact associated with this report. Should the City Council choose to move forward with the deployment of ALPRs, then the cost would depend on the number of ALPRs utilized.

Exhibits:

- Staff Report from January 18, 2022
- Staff Report from February 22, 2022
- Draft Burlingame PD ALPR Policy

Automated License Plate Readers (ALPRs)

459.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

459.2 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Burlingame Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the applicable Division Lieutenant and the Police Services Manager. When applicable, the Division Lieutenant will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

459.2.1 ALPR ADMINISTRATOR

The Captain and Police Services Manager shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.
- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

459.3 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.

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- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

459.4 DATA COLLECTION AND RETENTION

The Captain and Police Services Manager are responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a maximum of 30 days and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

459.5 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Burlingame Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

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Automated License Plate Readers (ALPRs)

- (c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

459.6 POLICY

The policy of the Burlingame Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

459.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Captain and Police Services Manager or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

459.8 TRAINING

The Training Coordinator should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: CA - Burlingame PD	Contact Name: Bob Boll
Legal Entity Name:	
Address: 1111 Trousdale Dr Burlingame, California 94010	Phone: (650) 777-4177 E-Mail: boll@burlingamepolice.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Flock Safety Advanced Search <25 Falcons	\$2,500.00	1.00	\$2,500.00
Professional Services - Falcon, Standard Implementation	\$350.00	12.00	\$4,200.00
Falcon Camera	\$2,500.00	17.00	\$42,500.00
Professional Services - Falcon/Sparrow, Advanced Implementation	\$750.00	5.00	\$3,750.00

(Includes one-time fees)

Year 1 Total \$52,950.00

Recurring Total: \$45,000.00

Special terms:

- N/A

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

DocuSigned by:
Mark Smith
AC5C931454C24F3...
By: _____
Name: Mark Smith
Title: General Counsel
Date: 5/31/2022

Agency: CA - Burlingame PD

DocuSigned by:
Lisa K. Goldman
B2741E6928FF460...
By: _____
Name: Lisa K. Goldman
Title: City Manager
Date: 5/31/2022

DocuSigned by:
Meaghan Hassel-Shearer
50FC6B4B22AC400...
By: _____
Name: Meaghan Hassel-Shearer
Title: City Clerk
Date: 5/31/2022

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

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

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

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

1. DEFINITIONS

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

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

1.2. "*Agency Hardware*" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "*Agency Hardware*" excludes the Embedded Software

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

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

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

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

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

1.8 "*Hardware*" or "*Flock Hardware*" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "*Hardware*" excludes the Embedded Software.

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

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

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

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

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

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

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

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

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

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

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("*Permitted Purpose*"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. However, Agency may take appropriate action to remove the hardware in an emergency situation. In any such instance, Agency will provide notice to Flock regarding such action within 72 hours. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

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

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "*Service Suspension*"). Flock will make commercially reasonable efforts to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address), and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will provide written notice to Agency if such suspension is due to provisions (c), (d) or (e) noted above. Flock will make efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "*Designated Location*"). Flock shall have final discretion on location of Units; however, Agency may, in their sole discretion, decline to place a camera at any location.. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("*Reinstalls*") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of

criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency agrees to review all proposed Designated Locations, and Agency's agreement to a location is a representation that Agency has the authority to place the Hardware at that specific Designated Location. .

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware.

Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its

Agency's, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

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

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("*Agency Data*"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits

Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, or in the investigation or pursuit of ordinary law enforcement activity by the Agency. Should Flock determine that Proprietary Information of the Agency need to be released, Flock will give Agency reasonable prior notice of the disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for law enforcement investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

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

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

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the "*Initial Fees*") as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the "*Initial Fees*") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date

on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "*Initial Term*"). The Term shall commence upon execution of this Agreement. *Following the Initial 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", and together with the Initial Term, the "Service Term") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "*Initial Term*"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "Renewal Term", and together with the Initial Term, the "Service Term") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

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

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

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

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

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

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

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

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

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE

OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK 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. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services,

Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

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

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Only upon prior written consent from Agency, Flock may have the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

10.09 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.