

flock safety

LICENSOR DATA SHARING MEMORANDUM OF UNDERSTANDING

This Licensor Data Sharing Memorandum of Understanding (hereinafter, “**MOU**”) 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 _____ with a place of business at _____

(“**Licensor**”) (each a “**Party**”, and together, the “**Parties**”). In consideration of the mutual benefit, promises, and covenants expressed in this MOU, Licensor and Licensee agree to perform and be bound in accordance with the terms of this MOU.

This MOU pertains to the sharing of the cameras listed in **Attachment A** below.

Whereas, Licensor desires to share access to its audio, video, image, and recording data (“**Data**”) with law enforcement entities contracting with Flock and using Flock’s services to view and record Data (“**Agency**” or “**Agencies**”) where there is a lawful investigative or bona fide lawful purpose, pursuant to the following terms and conditions:

1. **Purpose**. For Agencies to gain awareness about the communities they serve in order to protect and facilitate lawful investigations (“**Purpose**”).

2. **Data License Grant**. Subject to the terms and conditions contained in this MOU, Licensor 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 the Data for purposes of providing Flock services.

3. **Warranty**. Parties understand that Flock is providing this Data exchange between Licensor and Agency ‘as is’. Flock makes no express or implied warranty as to the condition of Data provided to the Agency, the information security of the Data exchange once the Data is in the possession of the Agency, or for any fitness for particular research or investigative purpose. Licensor shall expressly hold Flock harmless from any resulting actions or omissions resulting from the sharing of Data with Agencies under this MOU.

4. **Acknowledgement**. Licensor acknowledges and understands that neither Flock nor any other entity will be actively monitoring the Data. Sharing Data does not entitle any private camera owner to prioritization by Agencies; Agencies will respond to incidents according to agency policy and systems. Agencies may share Data with other Agencies or Emergency Management Services for any emergency purpose.

5. **Protection against invasion of privacy**. Licensor shall ensure that the Visual Range (defined below) of the camera does not infringe on any person’s reasonable expectation of privacy.

- A. “**Visual Range**” means the area that a camera can capture within its field of view.
- B. The camera’s Visual Range should be limited to public spaces (such as a street, sidewalk, park, or publicly-owned parking lot) or commercial space (commercially-owned parking lot, publicly accessible areas of a store not including bathrooms or other private spaces). The Visual Range must only include portions of private property that are visible to the general public and/or are within plain view.

6. **Term; Termination**.

A. **Term.** The term of this MOU shall be subject to and contingent with the separate executed agreement between Flock and Agency (“**Separate Agreement**”). For clarity, in the event that the Separate Agreement terminates, this MOU shall terminate in tandem with immediate effect.

B. **Termination.** Either Party may terminate this MOU for its convenience, and in its sole discretion, by providing the other Party thirty (30) days prior written notice of termination.

7. **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.

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

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

10. **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 by email upon electronic receipt. This MOU shall be governed by the laws of the state in which the Licensor is located, excluding its conflict of laws rules.

11. **Jurisdiction.** This Agreement will be governed by the laws of the State of Georgia.

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

Flock Group Inc

Name: Mark Smith
Title: General Counsel
Signature:

Licensor:

Name:
Title:
Signature:

A handwritten signature in black ink, appearing to be 'M. J. Smith' or similar, written in a cursive style.

Date:

Attachment A: Location/name/description of cameras to be shared