

**SERVICES AGREEMENT BETWEEN  
THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY-INDIANAPOLIS  
METROPOLITAN POLICE DEPARTMENT AND FLOCK GROUP, INC**

This services agreement ("Agreement") is between the **Consolidated City of Indianapolis and Marion County, Indianapolis Metropolitan Police Department**("City") and **Flock Group, Inc.** ("Contractor") and is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**SECTION I. INTERPRETATION AND INTENT**

- 1.01 This "Agreement" means this Agreement executed by City and Contractor, and includes these Terms and Conditions, the Attachments described in Sections II and XI and attached hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge, or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.03 In resolving conflicts, errors, discrepancies, and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant, or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.
- 1.06 Where the term "Revised Code" is stated, it shall mean the municipal ordinances of Indianapolis-Marion County, Indiana, that is formally known as the "Revised Code of the Consolidated City of Indianapolis and Marion County, Indiana".

**SECTION II. RECITALS**

- 2.01 Contractor offers a software and hardware situational awareness solution through Contractor's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to City ("**Notifications**");

- 2.02 City desires access to the Contractor Services (defined below) on existing devices, provided by City, or Contractor provided Contractor Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Contractor Services;
- 2.03 City shall have access to the Footage in Contractor Services. Pursuant to Contractor's standard Retention Period (defined below) Contractor deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. City shall be responsible for extracting, downloading and archiving Footage from the Contractor Services on its own storage devices; and
- 2.04 Contractor desires to provide City the Contractor 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**").

### SECTION III. DEFINITIONS

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

- 3.01 "**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 11.39.
- 3.02 "**Anonymized Data**" means City 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.
- 3.03 "**Authorized End User(s)**" means any individual employees, agents, or contractors of City accessing or using the Services, under the rights granted to City pursuant to this Agreement.
- 3.04 "**City Data**" means the data, media, and content provided by City through the Services. For the avoidance of doubt, the City Data will include the Footage.
- 3.05 "**City Hardware**" means the third-party camera owned or provided by City and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
- 3.06 "**Effective Date**" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.
- 3.07 "**Embedded Software**" means the Contractor proprietary software and/or firmware integrated with or installed on the Contractor Hardware or City Hardware.
- 3.08 "**Contractor Hardware**" means the Contractor 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 Contractor Services as specifically set forth in the applicable Order Form.

- 3.09 “**Contractor IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to City and/or its Authorized End Users. Contractor IP does not include Footage (as defined below).
- 3.10 “**Contractor Services**” means the provision of Contractor’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.
- 3.11 “**Footage**” means still images, video, audio, and other data captured by the Contractor Hardware or City Hardware in the course of and provided via the Contractor Services.
- 3.12 “**Installation Services**” means the services provided by Contractor for installation of Contractor Services.
- 3.13 “**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.
- 3.14 “**Retention Period**” means the time period that the City Data is stored within the cloud storage, as specified in the applicable Order Form. Contractor deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. City shall be responsible for extracting, downloading and archiving Footage from the Contractor Services on its own storage devices.
- 3.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.
- 3.16 “**Web Interface**” means the website(s) or application(s) through which City and its Authorized End Users can access the Services.

#### SECTION IV. DUTIES OF CONTRACTOR

- 4.01 Contractor shall provide the Contractor Safety platform and public-safety services including automatic license plate readers as more specifically described in the document labeled Attachment A, Scope of Services attached hereto and a part of this Agreement.
- 4.02 **Provision of Access.** Contractor hereby grants to City a non-exclusive, non-transferable right to access the features and functions of the Contractor 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**”). City shall be responsible for all acts and omissions of Authorized End Users. City 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. Contractor may use the services of one or more third parties to deliver any part of the Contractor Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

- 4.03 **Embedded Software License.** Contractor grants City 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 Contractor Services, solely as necessary for City to use the Contractor Services.
- 4.04 **Support Services.** Contractor shall monitor the Contractor Services, and any applicable device health, in order to improve performance and functionality. Contractor will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Contractor will provide City with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@Contractorsafety.com](mailto:support@Contractorsafety.com) (such services collectively referred to as “**Support Services**”).
- 4.05 **Service Interruption.** Services may be interrupted in the event that: (a) Contractor’s provision of the Services to City 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 Contractor IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Contractor will make commercially reasonable efforts to provide written notice of any Service Interruption to City, to provide updates, and to resume providing access to Contractor Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Contractor will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that City 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 City’s direct actions or by the actions of parties associated with the City, 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, City will receive a credit for five (5) free days at the end of the Term.
- 4.06 **Service Suspension.** Contractor may temporarily suspend City’s and any Authorized End User’s access to any portion or all of the Contractor IP or Contractor Service if (a) there is a threat or attack on any of the Contractor IP by City; (b) City’s or any Authorized End User’s use of the Contractor IP disrupts or poses a security risk to the Contractor IP or any other City or vendor of Contractor; (c) City or any Authorized End User is/are using the Contractor IP for fraudulent or illegal activities; (d) City has violated any term of this provision, including, but not limited to, utilizing Contractor Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Contractor Services through City’s account (“**Service Suspension**”). City 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 City, the Term will be tolled by the duration of the Service Suspension.
- 4.07 **Hazardous Conditions.** Contractor 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 Contractor is to perform services under this Agreement, Contractor shall have the right to cease work immediately.

## SECTION V. TERM

- 5.01 The term of this Agreement shall begin upon execution by the required signatories and shall terminate on December 31, 2028 unless terminated earlier in accordance with this agreement.
- 5.02 This Agreement may be renewed by agreement of parties. The term of the renewal may be less, but shall not be longer, than the term of this original Agreement. A renewal will be made in writing, signed by both the City and Contractor, and will be deemed an amendment to this Agreement. All other terms and conditions of the Agreement shall remain the same as set forth herein unless specifically modified by an Amendment.

## SECTION VI. COMPENSATION

- 6.01 Contractor proposes to furnish all labor, materials, and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the price or rates set forth in the document labeled Attachment B attached hereto and a part of this Agreement. However, in no event shall compensation for services under this Agreement exceed six million (\$6,000,000.00) dollars.
- 6.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City will pay Contractor within thirty (30) days after receipt of such properly itemized claim forms.
- 6.03 Taxes. City is a tax exempt entity.
- 6.04 Changes to Fees. Invoicing, Late Fees, RESERVED

## SECTION VII. CITY OBLIGATIONS

- 7.01 **City Obligations.** Contractor will assist City Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Contractor 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. City and Authorized End Users may not transfer their account to anyone else without prior written permission of Contractor. 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, City shall not designate Authorized End Users for persons who are not officers, employees, or agents of City. Authorized End Users shall only use City-issued email addresses for the creation of their User ID. City is responsible for any Authorized End User activity associated with its account. City shall ensure that City provides Contractor with up-to-date contact information at all times during the Term of this agreement. City shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Contractor Services (e.g., laptops, internet connection, mobile devices, etc.). City shall (at its own expense) provide Contractor with reasonable access and use of City facilities and City personnel in order to enable Contractor to perform Services (such obligations of City are collectively defined as “**City Obligations**”).
- 7.02 **City Representations and Warranties.** City represents, covenants, and warrants that City shall use Contractor 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.

## SECTION VIII. DATA USE AND LICENSING

- 8.01 **City Data.** As between Contractor and City, all right, title and interest in the City Data, belong to and are retained solely by City. City hereby grants to Contractor a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the City Data and perform all acts as may be necessary for Contractor to provide the Contractor Services to City. Contractor does not own and shall not sell City Data.
- 8.02 **City Generated Data.** Contractor may provide City 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 City ("**City Generated Data**"). City shall retain whatever legally cognizable right, title, and interest in City Generated Data. City understands and acknowledges that Contractor has no obligation to monitor or enforce City's intellectual property rights of City Generated Data. City grants Contractor a non-exclusive, irrevocable, worldwide, royalty-free, license to use the City Generated Data for the purpose of providing Contractor
- 8.03 **Anonymized Data.** Contractor shall have the right to collect, analyze, and anonymize City Data and City 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. City hereby grants Contractor 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 Contractor offerings. Parties understand that the aforementioned license is required for continuity of Services. Contractor does not own and shall not sell Anonymized Data.

## SECTION IX. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

- 9.01 **Manufacturer Defect.** Upon a malfunction or failure of Contractor Hardware or Embedded Software (a "**Defect**"), City must notify Contractor's technical support team. In the event of a Defect, Contractor shall make a commercially reasonable attempt to repair or replace the defective Contractor Hardware at no additional cost to the City. Contractor reserves the right, in its sole discretion, to repair or replace such Defect, provided that Contractor shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after City gives notice to Contractor.
- 9.02 **Replacements.** In the event that Contractor Hardware is lost, stolen, or damaged, City may request a replacement of Contractor Hardware at a fee according to the reinstall fee schedule (<https://www.Contractorsafety.com/reinstall-fee-schedule>). In the event that City chooses not to replace lost, damaged, or stolen Contractor Hardware, City understands and agrees that Contractor is not liable for any resulting impact to Contractor service, nor shall City receive a refund for the lost, damaged, or stolen Contractor Hardware.
- 9.03 **Warranty.** Contractor 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 Contractor or by third-party providers, or because of other causes beyond Contractor's reasonable control, but Contractor shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

- 9.04 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 9.1 ABOVE IS CITY'S SOLE REMEDY, AND CONTRACTOR'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. CONTRACTOR 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 CONTRACTOR 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 11.20.

## **SECTION X. INSTALLATION SERVICES AND OBLIGATIONS**

- 10.01 **Ownership of Hardware.** Contractor Hardware is owned and shall remain the exclusive property of Contractor. Title to any Contractor Hardware shall not pass to City upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, City is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Contractor Hardware. City agrees and understands that in the event City 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 City. City shall not perform any acts which would interfere with the retention of title of the Contractor Hardware by Contractor. Should City default on any payment of the Contractor Services, Contractor may remove Contractor Hardware at Contractor's discretion. Such removal, if made by Contractor, shall not be deemed a waiver of Contractor's rights to any damages Contractor may sustain as a result of City's default and Contractor shall have the right to enforce any other legal remedy or right.
- 10.02 **Deployment Plan.** Contractor shall advise City on the location and positioning of the Contractor Hardware for optimal product functionality, as conditions and locations allow. Contractor will collaborate with City to design the strategic geographic mapping of the location(s) and implementation of Contractor Hardware to create a deployment plan ("*Deployment Plan*"). In the event that Contractor determines that Contractor Hardware will not achieve optimal functionality at a designated location, Contractor shall have final discretion to veto a specific location, and will provide alternative options to City.
- 10.03 **Changes to Deployment Plan.** After installation of Contractor Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, 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.Contractorsafety.com/reinstall-fee-schedule>). City will receive prior notice and confirm approval of any such fees.

- 10.04 **City Installation Obligations.** City is responsible for any applicable supplementary cost as described in the City Implementation Guide, attached hereto as Exhibit C. City represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Contractor to install the Contractor Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.
- 10.05 **Contractor's Obligations.** Installation of any Contractor Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Contractor Hardware, Contractor shall restore the location to its original condition, ordinary wear and tear excepted. Contractor will continue to monitor the performance of Contractor Hardware for the length of the Term. Contractor may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Contractor's use of such subcontractor or third party shall not release Contractor from any duty or liability to fulfill Contractor's obligations under this Agreement.

## **SECTION XI. GENERAL PROVISIONS**

- 11.01 **Independent Contractor.** The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City of Indianapolis or Marion County. As such, Contractor is solely responsible for all taxes, and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 11.02 **Subcontracting.**
- 11.02.01 **Approval required.** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 11.02.02 **Prompt pay requirement.** Contractor shall pay subcontractors and suppliers funds due from previous progress payments within fifteen (15) business days of receipt of payment from the City. During the term of this Agreement and upon completion of this Agreement, the City may request documentation to certify payments to subcontractors and suppliers and Contractor shall provide such documentation within fourteen (14) days of such request.
- 11.02.03 **Minority, Women, Veterans, and Disability-Owned Business Enterprise Participation.** To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:



- a. Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or
- b. Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

Contractor shall also comply with the requirements and be subject to the penalties for non-compliance referenced in the Consolidated City of Indianapolis and Marion County MBE/WBE/VBE/DBE Business Utilization Plan found at <https://www.indy.gov/activity/certify-your-minority-women-veteran-disability-owned-business> and in Article IV of Chapter 202 of the Revised Code.

Violation of this paragraph shall constitute a breach of this Agreement.

**11.03 Necessary Documentation.** Contractor certifies that it will furnish to City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis or Marion County, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

#### **11.04 Limitation of Liability**

**11.04.01 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTRACTOR, 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 CONTRACTOR'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 CITY TO CONTRACTOR 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 CONTRACTOR 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 11.20. 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.

- 11.04.02 **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.

#### 11.05 Confidentiality.

- 11.05.01 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.
- 11.05.02 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by Section 11.04.1(d), above.
- 11.05.03 Contractor acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code and Indiana Code § 5-14-3.8-3.5. Use by the public of any document or the information contained therein shall not be considered an act of City.
- 11.05.04 To the extent allowable by applicable FOIA and state-specific Public Records Acts, 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 Contractor includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of City includes non-

public data provided by City to Contractor or collected by Contractor via Contractor 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.

**11.06 Usage Restrictions on Contractor IP.** Contractor and its licensors retain all right, title and interest in and to the Contractor IP and its components, and City acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. City further acknowledges that Contractor retains the right to use the foregoing for any purpose in Contractor's sole discretion. City and Authorized End Users shall not: (i) copy or duplicate any of the Contractor 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 Contractor IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Contractor IP; (iii) attempt to modify, alter, tamper with or repair any of the Contractor IP, or attempt to 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 Contractor IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Contractor Services or Contractor IP; (vi) use the Contractor Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, City's rights. There are no implied rights.

**11.07 Disclosure of Footage.** Subject to and during the Retention Period, Contractor 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 Contractor 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.

**11.08 Records; Audit.** Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis or Marion County. Copies thereof, if requested, shall be furnished at no cost to City.

**11.09 Ownership.**

11.09.01 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

11.09.02 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

11.09.03 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

**11.10 Insurance.** Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death and;
- 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)

Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$100,000 (each occurrence)
Medical Expense Limit	\$5,000
Personal and Advertising Injury Limit	\$500,000
General Aggregate Limit (Other than Products Completed Operations)	\$2,000,000

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations	\$1,000,000
B. Auto Liability	\$1,000,000 (combined single limit) (owned, hired & non-owned)
C. Excess/Umbrella Liability	\$1,000,000 (each occurrence and aggregate)
D. Worker's Compensation	Statutory
E. Employer's Liability	
Bodily Injury Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

- 11.10.01 Certificates of Insurance, naming the "Consolidated City of Indianapolis and Marion County" as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a

provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

- 11.10.02 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.
- 11.10.03 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.
- 11.10.04 Contractor will maintain commercial generally liability policies with policy limits reasonably commensurate with the magnitude of Contractor's business risk. Certificates of Insurance can be provided upon request.

#### 11.11 Termination for Cause or Convenience

- 11.11.01 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 11.11.02 Upon receipt of notice of termination for default, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 11.11.03 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 11.11.02 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

#### 11.12 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including

but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 11.13 Indemnification.** Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis and Marion County and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

Such indemnity shall include reasonable attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of City.

- 11.14 Notice.** Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

*To Contractor:*

*To City:*

Attn: Legal 1170 Howell Mill Road, NW Suite 210 Atlanta GA 30318 <u><a href="mailto:Legal@ContractorSafety.com">Legal@ContractorSafety.com</a></u>	Indianapolis Metropolitan Police Department Kevin Wethington Deputy Chief, Administration 200 E. Washington Street, Suite E254 Indianapolis, IN 46204
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- 11.15 Disputes.** Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities in regard to all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

- 11.16 Non-discrimination.** Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

11.17 Conflict of Interest.

11.17.01 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

11.17.02 For purposes of compliance with Indiana Code § 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a *relative*, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

11.18 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.19 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

11.20 Applicable Laws; Forum.

11.20.01 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

11.20.02 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by any applicable sections of the Revised Code. Suit, if any, shall be brought in the State of Indiana, County of Marion.

11.20.03 The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.



11.21 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

11.22 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

11.23 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

11.24 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.

11.25 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

11.26 Debarment and Suspension.

11.26.01 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

11.26.02 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to Indiana Code § 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

11.26.03 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal

assistance programs by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana.

11.27 Compliance with E-Verify Program. By executing this Agreement, the Contractor affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- 11.27.01 The Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- 11.27.02 The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- 11.27.03 The Contractor shall require its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 11.27.04 If Contractor is in violation of Indiana Code § 22-5-1.7 and fails to cure the breach within thirty (30) days after being notified by the City, such circumstance may constitute a material breach of this Agreement and the City may terminate this Agreement as provided by this statute.

11.28 Post-Employment Restrictions. Contractor certifies to City that no employee, contract employee, or sub-contractor of Contractor:

- 11.28.01 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the City of Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;
- 11.28.02 For a period of one (1) year after such employee ceased supervising the administration or performance of this Agreement on behalf of an agency of the City of Indianapolis or Marion County, shall perform any functions on behalf of Contractor under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Contractor in writing;
- 11.28.03 Has violated any provision of Chapter 293 of the Revised Code regarding the solicitation, negotiation, awarding, or the performance of this Agreement;
- 11.28.04 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and

- 11.28.05 Was previously employed by the City of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of *lobbying activity* (as that term is defined in Section 909-101 of the Revised Code) related to an agency or an official as a responsibility of his or her employment or contractual relationship with Contractor.

Violation of this certification shall constitute a material breach of this Agreement and, upon such a violation, City may terminate this Agreement. In addition, upon a violation of this certification, City shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar Contractor from eligibility for future city or county purchasing, bids, contracts, or projects.

- 11.29 **Additional Information upon Request.** The Contractor shall, upon request of the City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code § 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

- 11.30 **Wage Theft/Payroll Fraud.** Contractor shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Contractor or its subcontractors to the City's Office of Finance and Management within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against the Contractor with respect to services provided to the City, the City may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies.

By executing this Agreement, Contractor affirms under the penalties of perjury that Contractor has not had any adverse determinations rendered against the Contractor within the preceding three (3) years.

- 11.31 **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. Contractor shall at all times be and act as an independent contractor to City.

- 11.32 **Publicity.** Upon prior written consent, Contractor has the right to reference and use City'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.

- 11.33 **Feedback.** If City or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Contractor all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

- 11.34 **Export.** City may not remove or export from the United States or allow the export or re-export of the Contractor 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 City or authority. As defined in Federal Acquisition

Regulation ("FAR"), section 2.101, the Services, the Contractor 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." Contractor 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 Contractor 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.

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

**11.36 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.

**11.37 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.

**11.38 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.Contractorsafety.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 City'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. City agrees that City's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Contractor with respect to future functionality or feature.

**11.39 Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. A signature may be delivered by facsimile transmission or by e-mail of a ".pdf" format data file, such signature shall create a valid and binding obligation on the party executing (or on whose behalf such

signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

*[signature page to follow]*

## **ATTACHMENT A: SCOPE OF SERVICES**

In accordance with the terms and conditions of the attached Services Agreement (hereinafter "Agreement") Contractor shall do, perform, and carry out in a good and professional manner the following services:

All required services for planning, permitting, implementation, training, support and maintenance for the Flock solutions procured by City as part of this Agreement. Services required for any new orders against this Agreement will be mutually agreed to by the Contractor and the City as part of the ordering process. Items included with any new orders will be identified from the list of items in Attachment B: Pricing.

Flock Group, Inc. has previously provided and installed 275 Falcon Fixed LPR Cameras for use by IMPD. During the duration of this contract, IMPD's existing 275 cameras will be invoiced at a rate of \$2,500 per year, for the annual service period of January 1<sup>st</sup> through December 31<sup>st</sup>.

Upon execution of this contract, Flock Group, Inc. agrees to relocate up to 30 existing Falcon Fixed LPR Cameras at no cost. These no-cost relocations will be standard installations with no special requirements.

**ATTACHMENT B: PRICING**

<b>Exhibit A - Pricing for Contract</b>			
<b>Line No. No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Falcon Fixed LPR Camera Provide Full Turn-key Fixed Based ALPR solar service solution (as demonstrated during the field trials) including hardware, software, maintenance, support, hosting, cellular service, software updates, training (virtual and/or on-site), and any additional associated cost.	Each	\$3,000.00
2	Falcon ALPR Existing Pole Installation One-Time Cost	Each	\$150.00
3	Falcon ALPR New Contractor Pole Installation One-Time Cost	Each	\$650.00
4	Contractor Safety Falcon ® Flex: Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint <sup>TM</sup> technology (proprietary machine learning software) and real-time alerts for unlimited users.	Each	\$3,500.00
5	Contractor Safety AC Powered Falcon ® Long Range LPR Camera: Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint <sup>TM</sup> technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. AC Power Only.	Each	\$5,000.00
6	Contractor Safety Solar Falcon ® Long Range LPR Camera: Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint <sup>TM</sup> technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. AC Power Only.	Each	\$5,000.00
7	Contractor Safety Solar Condor <sup>TM</sup> Fixed Camera w/ LTE Service: Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Contractor Safety, turn key-no additional software or integrations required.	Each	\$3,250.00
8	Contractor Safety Power Boost Pack for Solar Fixed Condor Camera	Each	\$500.00
9	Contractor Safety Condor <sup>TM</sup> PTZ Camera w/ LTE Service: Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Contractor	Each	\$3,000.00

	Safety, turn key-no additional software or integrations required.		
10	Contractor Safety Raven ® - 1/4mi Raven Audio detection - 1/4 mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units. Installation and maintenance included.	Each	\$12,000.00
11	Contractor Safety Raven ® - 1/2mi Raven Audio detection - 1/2 mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units. Installation and maintenance included.	Each	\$20,000.00
12	Contractor Safety Raven ® - 1mi Raven Audio detection - 1 square mile of coverage. Number of units deployed depends on geography and density of area. Raven detection is license by coverage area, not number of units. Installation and maintenance included.	Each	\$35,000.00
13	Extended data retention for LPR Products (Up to 1 Year)	Each	\$300.00
14	Falcon LPR Relocation Fee, existing pole non-AC powered	Each	\$350.00
15	Falcon LPR Relocation Fee, Contractor pole and/or AC powered	Each	\$750.00
16	Condor Video Camera Relocation Fee, Existing Pole	Each	\$750.00
17	Condor Video Camera Relocation Fee, Existing Pole + AC Power	Each	\$1,500.00
18	Pole Replacement	Each	\$500.00
19	Camera Replacement	Each	\$800.00
20	Battery Pack Replacement for Falcon Flex	Each	\$750.00
21	Contractor Safety Wing LPR: Wing software integration transforms traditional IP cameras into Contractor Safety enabled LPR cameras. Includes Vehicle Fingerprint, computer vision.	Each	\$1,500.00
22	ContractorOS Elite: Contractor Safety's cloud based Real-Time Crime Center software platform that combines multiple data sources into one centralized view.	Each	\$125,000.00
23	Traffic Analytics Package (Per Camera)	Each	\$500.00
24	Aerodome DFR 2.0 Fixed Wing Drone NDAA Compliant: Drone, sensor, dock, battery (6 sets), software, radar, services.	Each	\$466,000.00



25	Aerodome DFR 2.0 Rotorcraft Drone NDAA Compliant: Drone, sensor, dock, battery (6 sets), software, radar, services.	Each	\$388,000.00
Discount off other catalog items not shown above but included in the scope of the contract.			
0% Escalation/De- Escalation			

The parties have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective electronic signatures dated below agree to the terms thereof.

## CONTRACTOR

By:

0.5kpm1.1225-01-2712.01-1-0000  
  
SecureID-17819021596 SIGN WITH KOPAS

Date: 27 January 2025

Printed: Mark Smith

Title: General Counsel

Company: FLOCK GROUP INC

## AGENCY/DEPARTMENT

By:

0.5kpm1.1225-01-2712.01-1-0000  
  
SecureID-17819021596 SIGN WITH KOPAS

Date: 01/27/2025

Printed: Valerie Cunningham

Title: Deputy Chief of Administration

Agency/Department: INDIANAPOLIS METROPOLITAN POLICE DEPARTMENT

## CHIEF INFORMATION OFFICER

By:

0.5kpm1.1225-01-2712.01-1-0000  
  
SecureID-17819021596 SIGN WITH KOPAS

Date: 1/27/25

Printed: Collin Hill

Title: Chief Information Officer

Agency/Department: INFORMATION SERVICES AGENCY

## APPROVED AS TO AVAILABILITY OF FUNDING

By: 

Date: 1-27-25

Printed: Abigail Hanson

Title: Controller

Agency/Department: OFFICE OF FINANCE AND MANAGEMENT

## APPROVED AS TO FORM AND LEGALITY

By: 

Date: 01272025

Printed: Anne Harrigan

Title: Chief Legal Counsel

Agency/Department: INDIANAPOLIS METROPOLITAN POLICE DEPARTMENT