# Terms and Conditions

Last Updated: February 18, 2026

**To access prior versions of Flock's online Customer Terms & Conditions, click HERE**

## 1. DEFINITIONS

**"Agreement"** means these Terms and Conditions, any exhibits attached hereto, the Hernshaw Flock Schedule, the Customer Implementation Guide, and each Order Form, and such other documents referred to herein or therein.

**"Applicable Law"** means all federal, state, and local laws and regulations, including but not limited to, the laws of the United States of America, the laws of Canada, and such other laws as may be directly applicable to the respective Party's performance of its obligations under this Agreement.

**"Authorized End User"** means any individuals employees, agents, or contractors of Customer accessing or using the Flock Services on behalf of Customer pursuant to the rights granted to Customer under this Agreement. "Authorized End User" shall include (i) the exercise of reasonable discretion relating to the receipt of the Flock Services and the Installations by such Authorized End User, Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in this Agreement.

**"Confidential Information"** means information that is disclosed by one Party to the other and (i) the recipient knows or should reasonably know is confidential, or (ii) by its nature of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential. Confidential Information includes Financial product, and other business information of either Party. Confidential Information does not include (i) information that is publicly known and generally available at the time of disclosure to the recipient Party, (ii) information which is publicly known through no improper action or inaction by the receiving Party, (iii) was rightfully in the possession of the receiving Party prior to the time of the disclosing Party, (iv) is rightfully disclosed without restriction to the receiving Party by a third party without violation of obligation to the disclosing Party, or (v) independently developed by the receiving Party without violation of the Confidential Information of the disclosing Party.

**"Customer"** means the entity identified in the signature block of the Order Form to which Flock Services are provided.

**"Customer Data"** means all data and information provided to Customer pursuant to Customer's Authorized End User's accessing, viewing, and/or using the Flock Services and the metadata associated therewith, (i) contained input into the Web Interface by Authorized End Users in connection with the performance of the Flock Services through the Flock Services by the performance of Customer's obligations hereunder.

**"Customer Hardware"** means the third party hardware owned, or otherwise provided by Customer and any other physical elements that interact with the Flock Software to provide the Flock Services.

**"Customer Implementation Guide"** means the terms and conditions related to implementation of the Flock Services found at https://www.flocksafety.com/terms-and-conditions.

**"Effective Date"** means the date the applicable Order Form is executed by both Parties.

**"Feedback"** means any ideas, ideas, recommendations, suggestions, improvements, or other feedback regarding the functionality, or behalf of Customer or its personnel in Flock related to Flock Services.

**"Flock Software"** means the (a) software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware and (b) the software functionality of the Web Interface that enables system access and use.

**"Flock Hardware"** means all Flock devices and physical elements provided by Flock in connection with the Flock Services.

**"Flock Property"** means the Flock Services, the Flock Software, Flock Hardware, the Documentation, the Installations, and any other materials, tangible or intangible, or combinations thereof or otherwise provided to Customer or its Authorized End Users, including Flock technology, patents, trade secrets, trademarks, proprietary rights, and all related and corresponding rights, together with all modifications and improvements. For clarity, Flock Property includes any derivative works, intellectuals or final outputs, analysis, reports, models, or other materials or deliverables which are based on, or which incorporate, or which are made using and observed Customer Data within the applicable Flock Services, in rights are granted to Customer, and respect, or otherwise create or retain copies of such derivative works, outputs, or other deliverables of Flock Property.

**"Flock Services"** means the services provided by Flock under the Agreement as ordered by Customer in an applicable Order Form, which shall include the Web Interface by Customer and the provision of Flock Hardware and Flock Software.

**"Force Majeure Event"** means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.

**"Order Form"** means any Order Form from entered into by the Parties on the date hereof or any Order Form entered into by the Parties thereafter, pursuant to which Order Form will describe the Flock Services to be performed and the parties' performance.

**"PI Incorrect Purpose"** means a legitimate public safety and/or business purpose, including the awareness, prevention, and prosecution of crime, investigations, and prevention of commercial harm, in the ordinary course of business.

**"Remote Flock Schedule"** means the fee schedule set forth at https://www.flocksafety.com/remote-flock-schedule.

**"Retention Period"** means the time period that footage captured by the Flock Services in accordance with the applicable Order Form and these Terms and Conditions is stored by Flock as specified in the applicable Order Form.

**"Web Interface"** means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services.

## 2. ACCESS AND USE

**2.1 Provision of Access.** Subject to compliance with the terms of the Agreement, Flock grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable, non-sublicensable, and non-assignable right to access the Flock Services for the term of the Agreement solely for the Permitted Purpose. Customer shall access the Flock Services through the Web Interface only (a) through its Authorized End Users' accounts, and (b) in accordance with the Documentation. Flock shall provide use of Customer, and but not under the United States.

**2.2 Authorized End Users.** Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not share or let their ID or a name that they do not have the right to use, or any other name with the intent to impersonate an Authorized End User, and Customer and Authorized End Users are responsible for the security of any password or other credentials that Authorized End Users shall not share their account username or password information and must keep such credentials secure. Customer is responsible for all Authorized End Users' use of Customer-issued email addresses for the creation of their Flock ID. Customer shall be responsible for all acts and omissions of Authorized End Users in connection with their access to and use of the Flock Services, even if such acts or omissions have not been authorized by the terms of the Agreement. Upon Customer's discovery that an Authorized End Users has exceeded or violated the terms of the Flock Services or which poses or may cause a security or other risk to the Flock Services or any other Authorized End User (whether any term of the Agreement, or (c) upon such Authorized End User breaches any term of the Agreement, or (d) upon such Authorized End User's employment or engagement with Customer terminating, Customer shall immediately suspend, or terminate an Authorized End User's right to access to the Flock Services and Documentation, in its reasonable discretion, and Customer shall notify Flock immediately thereof. Customer shall be responsible for all fees and charges incurred through such Authorized End User's access to any portion or all of the Flock Services in accordance with the terms of the Agreement, and Customer shall be responsible for any and all actions taken in the Flock Services and the Customer Data by such Authorized End User, and Customer shall be responsible for any and all actions of such Authorized End User in violation of the terms of the Agreement, or (e) upon such Authorized End User's breaches any term of the Agreement, or (f) upon such Authorized End User's employment or engagement with Customer terminating, Customer shall immediately suspend, or terminate an Authorized End User's right to access to the Flock Services and Documentation, in its reasonable discretion, and Customer shall notify Flock immediately thereof.

**2.3 Access and Use Restrictions.** Except as expressly permitted under the Agreement, Customer shall not and shall cause its Authorized End Users not to: (a) access or use Flock Property in connection with the provision of any services to third parties; (b) decompile, disassemble, or reverse engineer the Flock Software, hacks, encrypt, circumvent, bypass, validate, defeat, jailbreak, transmit or otherwise make available to any third party Flock Property; (c) derive specifications from, reverse engineer, or clone Flock Property; (d) remove, alter, or obscure any proprietary notices or labels on Flock Property; (e) use Flock Property in a manner that violates, or interferes with system functionality for others that compromises the security or integrity of Flock Property, or Customer Data, or Flock's other customers; (f) introduction of any viruses or malware into the Web Interface, or other Flock Property; any part or aspect thereof in violation of Applicable Law or to interest or harass third parties; 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11.10. **Conflict.** To the extent of a conflict between the Agreement and any applicable statement of work or mutually-agreed purchase order, the Agreement controls unless explicitly stated otherwise. From time to time, Flock may offer certain special terms applicable to the Order Form in which they are included ("***Special Terms***"). To the extent that any terms of these Terms & Conditions are inconsistent or conflict with the Special Terms set forth in any Order Form, the Special Terms shall control.

11.11. **Notices.** All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.12. **Non-Appropriation**. All obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, if funds are not appropriated for a future fiscal year, Customer shall have the right to terminate the Agreement for non-appropriation at the end of the applicable fiscal year upon thirty (30) days' written notice to Flock. Customer shall remain responsible for all amounts incurred prior to termination, and non-appropriation shall not be based on discretionary budget decisions or operate as a termination for convenience right.

11.13. **Construction**. When used in the Agreement, "including" means "including without limitation."

11.14. **Force Majeure**.

11.14.1. If a Force Majeure Event prevents a Party from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations; (b) that Party's inability to perform those obligations is not due to its failure to (i) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (ii) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (c) that Party complies with its obligations under Section 11.14.2.

11.14.2. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under the Agreement.

11.15. **Third Parties**. Except as explicitly set forth herein, none of the provisions of the Agreement will be for the benefit of or enforceable by any third-party.

11.16. **Waivers**. No failure by a Party to insist upon the strict performance of any term or condition of the Agreement or to exercise any right or remedy hereunder will constitute a waiver.

11.17. **Execution**. In connection with the Flock Services, a copy of a signed document sent by PDF or fax will be deemed an original in the hands of the recipient. The Agreement may be executed in counterparts and exchanged by electronic means, each of which shall be deemed an original, and both of which together constitute only one agreement between the Parties.

EXHIBIT A
**INSURANCE**

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

1. **Types and Amounts Required**. Flock shall maintain the following insurance coverage for the duration of the Agreement:

**(a) Commercial General Liability** insurance written on an occurrence basis with limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, liability assumed under an insured contract, independent contractors, broad-form property damage, and product and completed operations coverage;

**(b) Workers Compensation** insurance in accordance with statutory limits;

**(c) Professional Liability/Errors and Omissions** insurance with limits of Five Million Dollars ($5,000,000) each claim and in the aggregate;

**(d) Commercial Automobile Liability** insurance with a combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

**(e) Cyber Liability** insurance written on a per claim basis with limits of Five Million Dollars ($5,000,000).



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