

**MASTER SERVICES AGREEMENT  
AMENDMENT NO. 1**

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THIS AMENDMENT is effective as of the date of the last authorizing signature affixed hereto by and between the CITY OF OLYMPIA, a Washington municipal corporation (the “CUSTOMER”), and Flock Group, Inc., with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318, (“FLOCK”).

**RECITALS**

1. On March 29, 2024, CUSTOMER and FLOCK entered into a Master Services Agreement for Automatic License Plate Reader Services (“Agreement”).
2. CUSTOMER and FLOCK wish to amend the Agreement to provide for clarification regarding when Customer Data, which includes Footage, may be disclosed by FLOCK.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. FLOCK and CUSTOMER agree that Section 5.3 of the Master Services Agreement entered into on March 29, 2024, is amended to read as follows:

Disclosure of Footage. (A) Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties only if legally required to do so or as authorized by the Customer in writing. If Flock determines that such disclosure is legally required, Flock shall notify the Customer prior to disclosure, if possible, or as soon thereafter as notification can reasonably be provided. (B) Except as necessary to address security, privacy, fraud, or technical issues of Flock’s operating system, Flock shall not access, use, or preserve Customer Data, which includes but is not limited to Footage, without prior written consent of the Customer. Except as provided in 5.3(A), Flock shall not disclose Customer Data.

2. All remaining provisions of the Master Services Agreement referenced above shall remain as written in said Agreement, and shall continue in full force and effect.

**\*AUTHORIZING SIGNATURES APPEAR ON THE FOLLOWING PAGE\***

IN WITNESS WHEREOF, CUSTOMER and FLOCK have executed this **Amendment No. 1** of the Agreement as of the date of the last authorizing signature affixed hereto.

**CITY OF OLYMPIA, "CUSTOMER"**

By: Rich Allen

Rich Allen, Chief of Police

[Rallen@ci.olympia.wa.us](mailto:Rallen@ci.olympia.wa.us)

Date: 05/15/2025

**APPROVED AS TO FORM:**

By: Annaliese Harksen

Annaliese Harksen, Sr. Deputy City Attorney

**FLOCK GROUP, INC.**

By: Mark Smith

Mark Smith, General Counsel

[mark.smith@flocksafety.com](mailto:mark.smith@flocksafety.com)

Date: 05/15/2025