

LICENSE AGREEMENT

This Agreement is entered into the 5th day of May 2025, by and between the Borough of Lehighton (hereinafter "Lehighton") and Flock Group Inc (hereinafter "Flock").

WHEREAS, the Borough is the owner of Utility Pole No. E-TS-01 located along Route 209 and Route 248 near the McCall Bridge; and,

WHEREAS, the Franklin Township Police Department has requested that Lehighton allow Flock to place a camera on such utility pole for purposes of public safety; and,

WHEREAS, the Borough is willing to allow the placement of a camera subject to the terms of this Agreement.

NOW THEREFORE, Flock and the Borough enter into this License Agreement, intending to be legally bound, as follows:

1. The Borough will allow Flock to place a camera or cameras on Borough Utility Pole E-TS-01 located along Route 209 and Route 248 near the McCall Bridge on behalf of the Franklin Township Police Department.
2. The camera or cameras placed on the utility pole shall remain the sole property of Flock. The Borough shall not tamper with or attempt to gain access to the cameras except to the extent that such cameras inhibit the ability of the Borough to maintain the utility pole.
3. Flock does hereby indemnify the Borough and hold the Borough harmless from all claims, suits or actions nature or kind on account of:
 - A. Injuries to or death to any persons resulting from the cameras.

B. Damage to the pole or other property of the Borough resulting from Flock providing the camera or services during ordinary maintenance of said cameras.

C. Any other loss or cost resulting from the performance of any work required by Flock related to the cameras, services, or maintenance of said cameras.

4. Flock shall present to the Borough a Certificate of Insurance naming the Borough as an additional insured in an amount of One Million and 00/100 (\$1,000,000.00) Dollars to cover all property damage and/or injury to persons.

5. This License Agreement is revocable by the Borough at any time. The Borough agrees to provide at least thirty (30) days' notice if it chooses to revoke this License Agreement to allow Flock to remove the cameras. Flock agrees to remove the cameras within 30 days upon such written notice.

IN WITNESS WHEREOF we have hereunto set our hands the day and date set forth above.

BOROUGH OF LEHIGHTON

Grant K. Hunsicker

ATTEST:

Jessica Ahne

FLOCK GROUP INC

Signed by:

Mark Smith

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ATTEST:

Signed by:

Rose Legarda

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