



Chief Mitchell,

Thank you for your questions regarding the City of Lebanon's Flock Safety ALPR program. We appreciate your patience as we wanted to be thorough in our answers as well as provide your answers in coordination with the announcement of our independent 2026 Penetration Testing Report by Bishop Fox, one of the most respected offensive security firms in the world, [linked here](#). Below are the responses currently identified, organized by topic for ease of review.

Configuration Integrity and Change Control

1. Please confirm in writing the current status of every setting governing external access to Lebanon data, including State Network, Nationwide Network, Community Network Access, and Law Enforcement Network Access.

State Network - Enabled
Nationwide Network - Enabled

For Community & Law Enforcement Network access - the PD can pull a list of all of their sharing relationships by navigating to Sharing > Network Sharing > Shared Networks > Download CSV.

2. Please provide the complete change history for each such setting since account activation, showing date, prior value, new value, and the identity of the actor responsible for each change.

The PD can pull all records of changes made in the system by navigating to Insights > Event Log.

3. Can Flock employees, contractors, or automated processes modify a Lebanon sharing setting? If so, which roles hold that capability and under what circumstances?

If requested, a Flock employee within a customer support role can modify a sharing setting with the explicit permission of a customer. Any change to a sharing setting is logged and auditable.

4. Is Flock able in all cases to attribute a settings change to a specific actor? If any logging limitation would prevent such a determination, please disclose it.

Yes. Flock's audit mechanisms attribute settings changes to the responsible user within an organization; these logs are available to LPD at any time.

5. Do software or firmware updates ever reset account settings to product defaults? Has this occurred for any customer?

Flock's LPR default setting has no sharing enabled. Routine software or firmware updates are not intended to reset customer-selected sharing or retention settings to product defaults. Any changes to sharing settings are logged and auditable.

6. When a new network, sharing tier, or integration is introduced, is participation opt-in or opt-out for existing customers?





Participation in a newly introduced network, sharing tier, or integration is an opt-in for an existing customer. Existing sharing relationships are not automatically expanded by Flock in any capacity.

7. Does a technical control exist — as distinct from a policy commitment — that prevents a setting from being changed absent City action? If not, can such a control be implemented for Lebanon?

It is necessary for Flock to retain certain administrative permissions in order to ensure product performance and servicing. Any settings change, whether by Flock or LPD, is logged and auditable.

8. How long are settings-change logs retained, are they tamper-evident, and may the City export them directly rather than receive a summary

Settings-change history is permanently available through the platform event log, immutable, and Lebanon can export them directly.

9. Is there any means by which the City may independently verify the current state of its settings other than the Flock dashboard?

Yes. In addition to the dashboard, Lebanon can use the Shared Networks CSV, Event Log, Organization Audit, and Network Audit functions to independently inspect configured sharing, changes, and access activity.

10. Will Flock commit contractually that no setting, feature, integration, or default affecting Lebanon data will be changed without prior written authorization from a designated City official, and that the City will be notified of any unauthorized or unexplained change within a defined period?

Flock will commit contractually that no setting, feature integration, or default affecting the transmission of Lebanon data to any third party will be changed by Flock without authorization from Customer, and that the City will be notified of any unauthorized or unexplained change within a defined period

11. Does the Terms of Service reserve to Flock any right to modify features, defaults, or data-sharing behavior unilaterally? If so, please identify the provision.

No, the terms of service do not reserve any such rights to Flock.

12. In the matters referenced above, what did Flock determine to be the root cause, what changed in the platform as a result, and were other customers notified?

In response to concerns about settings changes, Flock implemented auditable tracking of all sharing setting changes.

Consistency with the City's Approved ALPR Policy

13. Is the requirement that a query not proceed without an entered reason configurable, and can it be disabled by the City, by Flock, or through a support action?

LPD's system administrators are able to configure their ALPR system according to their laws and



requirements. Upon request Flock can assist them with this.

14. Are there query paths that bypass this requirement, including API access, bulk export, mobile applications, hot-list alerts, or Flock administrative tools?

Any search of ALPR data is logged and auditable. Bulk exports are limited and all hotlist additions are tracked.

15. Can the City export a report identifying which queries carried a valid case number?

LPD can provide an export of their Organization Audit logs which show any search that carries a case number attached to it.

16. Does the access log capture every read of Lebanon data, including queries originating from other agencies and from Flock personnel?

Yes, all searches will be logged under the Network Audit log.

17. Are accesses to Lebanon data by Flock employees logged and disclosable to the City?

Flock personnel do not have general access to Lebanon data. Any approved access is purpose-limited, role-restricted, and logged, and disclosed to LPR.

18. For how long are access logs retained?

Access logs are retained indefinitely for auditing purposes.

19. When network sharing is enabled, does any mechanism enforce per-request approval or verify that a querying agency maintains a usage policy?

Every network share/relationship is managed on a per network per organization basis unless an agency chooses to utilize our Statewide or Nationwide Networks. Today, there is no method for a per query approval process.

20. Does Flock agree that enabling those networks would place a customer's practice in tension with a policy of this kind?

Flock recommends that Lebanon review and configure each relationship against its policy, use the available audit tools, and revoke relationships that are not authorized.

21. Does deletion at thirty days remove the record from all Flock systems, including backups, disaster recovery, derived datasets, and any analytics or model-training corpus?

Images that are deleted in accordance with the retention deadline are not retrievable. AWS utilizes AWS CloudTrail S3 deletion. Deleting an object can't be undone. Once an object or object version is permanently deleted, there is no mechanism, not even for Flock or AWS engineers, to retrieve it. This is by design and is enforced at the infrastructure level. If an agency participates in Machine Learning, images utilized for this



purpose are removed of any associated identifying metadata are retained to improve camera accuracy.

22. Are Vehicle Fingerprint attributes, plate-read metadata, or derived representations retained after the underlying image is deleted?

Vehicle Fingerprint attributes, plate-read metadata, and derived representations that could not be associated with an individual vehicle were previously retained for longer periods of time for potential useage in Traffic Analytics if LPD were to ever choose to utilize that service. That retention period has since been changed to match the general LPR retention. The retention rule applies to the plate metadata, capture date/time, image, and related vehicle data; once deleted, the data is not recoverable.

23. Will Flock provide written certification of deletion upon request?

We are happy to work to provide the AWS certification of deletion. AWS CloudTrail records every deletion made in our AWS account. For S3 deletion, this includes:

- DeleteObject — Records who deleted what object, from which bucket, at what time, and from what IP address.
- DeleteObjects (batch) — Same as above, but for bulk deletions.
- Lifecycle-triggered expirations — In addition to Amazon CloudTrail, Amazon S3 Server access logging provides detailed records for the requests that are made to a bucket. When S3 automatically deletes objects based on lifecycle rules, they are captured in Amazon S3 server access logs.
- PutBucketLifecycleConfiguration — Records when lifecycle policies are created or modified, and by whom.

24. Does any Lebanon device retain data locally beyond thirty days?

No. Flock devices do not retain customer data locally beyond 30 days. The 30-day period applies to standard cloud retention; longer cloud retention may be configured when required by law or the customer agreement.

25. Who holds legal ownership of plate reads and images generated by Lebanon devices? Please cite the governing provision.

Under Section 4.1 of the current published Terms, as between Flock and the customer, all right, title, and interest in Customer Data belong to and are retained by the customer. "Customer Data" includes data captured by Flock Hardware and associated metadata. Section 4.1 also grants Flock a limited license to use and disclose Customer Data to provide the services and to support and improve Flock products and services, and states that Flock will not sell Customer Data.

26. Is Lebanon data used to train Flock machine-learning models, and may the City opt out contractually?

Pursuant to Section 4.1 of the terms and conditions, Customer Data may be used to support and improve Flock's products and services, which would include the training of machine-learning models. The City may choose to opt out of this contractually.



27. Is Lebanon data commingled with, or queryable alongside, commercial data-broker records?

No. Lebanon-originated Customer Data is not represented as being commingled with or queryable alongside commercial data-broker records.

28. Does Flock retain any right to use, license, or monetize data originating from Lebanon devices?

Flock retains the contractual rights described in Section 4.1 to use and disclose Customer Data to provide and improve the services, but the current Terms state that Flock will not sell Customer Data. Flock's LPR Policy likewise states that it will not sell, publish, exchange, or disclose customer LPR data for commercial purposes. De-identified aggregated information and Flock Property are legally distinct from Lebanon-identifiable Customer Data.

29. Will Flock provide the City advance written notice of any change in platform behavior affecting the controls described in this section, so that the Council may exercise the review its resolution contemplates?

Flock will provide reasonable advance written notice of material platform changes that materially affect the controls described here when notice is required by the controlling contract or change-management process.

Evidentiary Integrity

30. Lebanon operates twenty Falcon LPR units. Please identify, by serial number, which published CVEs apply or applied to each unit as deployed.

We take cybersecurity and vulnerability management seriously and maintain a proactive defense program across all our hardware, firmware, and software services. While we do not provide line-item determinations or public commentary on individual CVE queries, as this information is very sensitive if gotten into the wrong hands, Flock Safety continuously conducts rigorous internal vulnerability testing, third-party security audits, and automated patch management. When vulnerabilities—including new CVE disclosures—are identified that impact our environment or devices, our dedicated security team automatically deploys remote firmware updates and system remediation. To support your internal risk assessments and compliance documentation, we make our full security architecture and compliance posture available via our self-service Trust Portal:

- Trust Portal Access: security.flocksafety.com (AE/CSM can send you a link directly)
- Available Documentation:
 - SOC 2 Type II Compliance Reports
 - ISO Certifications (27001, 27701, 27017, 27018, 42001)
 - Third-Party Penetration Testing Results
 - Comprehensive Security & Privacy Overviews

31. For each applicable CVE, please state whether the issue is remediated on Lebanon's units and the date remediation was applied. The identifiers of interest are

see above



32. Are Secure Boot enabled, the bootloader locked, and storage encrypted at rest on Lebanon's units today? If not, please explain why.

Secure Boot is enabled and storage is encrypted at rest.

33. Do any Lebanon units operate on an operating system past vendor end-of-life?

Flock maintains a customized Qualcomm Android build and backports necessary security patches

34. Additional findings were scheduled for public disclosure in January and February 2026. Are those remediated on Lebanon's units?

See above.

35. What mechanism establishes that a plate read from a Lebanon device was generated by unmodified firmware?

Evidence tooling hashes the downloaded artifact and records provenance so the same file can later be shown to be unaltered. Flock may certify that the camera/device was healthy and functioning normally when the image was captured.

36. Are images and plate reads cryptographically hashed at the point of capture, and is the hash computed on the device or upon cloud ingest?

Flock uses SHA3-512 to hash images downloaded for evidentiary purposes. This process takes place in the cloud.

37. What is the timestamp source, and what prevents its alteration?

The time stamp is generated by the capturing device's time stamp. Devices are configured with NTP, the correct local time zone, and accurate date/time. For evidentiary downloads, Flock separately hashes the watermarked image and stores the capture timestamp, download time, user, camera, and location in an append-only proof record. This authenticates the downloaded artifact; it does not replace the original capture timestamp.

38. Can Flock detect that a deployed device's firmware has been modified? Is Lebanon monitored for this condition, and has any anomaly been detected on a Lebanon unit?

Yes. Flock uses device health and security monitoring to detect firmware anomalies. We are not aware of any anomalies on a Lebanon unit.

39. Does any tamper-evidence mechanism, physical or logical, exist on the deployed units?

Yes. Deployed units may include logical tamper and adverse-event detection features, with capabilities varying by device. These may include:

- ADB/root-access detection
- Ambient-light detection for case opening



- Tilt/orientation detection
- Motion and device-health monitoring

40. Can a stored record be altered or deleted after ingest, and would such an action be logged?

All deletion protocols and how they are tracked are covered above.

41. What documentation does Flock provide to a prosecutor to authenticate a plate read?

During the applicable retention period, a customer may download the LPR image or Investigative Summary through the Flock interface; Flock's Evidence Policy states that both contain certifications intended to constitute self-authenticating Flock evidence. For older downloaded files, Flock's Evidence Validator or a certification request through Kodex may be available, subject to the policy's limitations.

42. Can Flock produce a forensically defensible attestation of device integrity for a specified device on a specified date?

Flock can provide a case-specific attestation of device integrity for a specified device and date. The attestation would identify the evidence available, its limitations, and whether the requested date falls within retained records

43. Has Flock previously provided expert testimony authenticating its evidence? Will Flock do so on Lebanon's behalf, and at whose cost?

Flock has previously provided expert testimony and treats requests to do so on a case-by-case basis.

44. Has any court excluded, limited, or questioned Flock-generated evidence?

There was only one trial-level court in state court in Virginia, and that trial court was reversed by the court of appeals.

Incident Response, Notification, and Contract Administration

45. If a settings override were to occur, what is Flock's notification obligation to the City, within what period, and is that obligation contractual or discretionary?

Flock will promptly investigate all reported or detected security issues and assess the impact, including any incident that involves the unauthorized disclosure of Customer Data. If a confirmed incident affects Customer Data, Flock will notify Customer within the timeframe required by Applicable Law, and in any event within seventy-two (72) hours, at the email address provided by Customer for reporting security incidents.

46. Could Flock reconstruct and produce a list of agencies that queried Lebanon data during any affected period?

Yes, this is also available and visible to the PD via the Network Audit log.

47. What is Flock's data breach notification commitment to the City, within what period, and where does it



appear in the contract?

Flock will promptly investigate all reported or detected security issues and assess the impact, including any incident that involves the unauthorized disclosure of Customer Data. If a confirmed incident affects Customer Data, Flock will notify Customer within the timeframe required by Applicable Law, and in any event within seventy-two (72) hours, at the email address provided by Customer for reporting security incidents.

48. In the event of a device compromise, who conducts the forensic investigation, who bears the cost, and does the City receive the complete report?

Flock Security leads the forensic investigation, with Engineering, Legal, and relevant service providers participating as appropriate. Cost allocation and report delivery are governed by the controlling contract and the facts of the incident. Flock will provide Lebanon an appropriate written report or executive summary, subject to privilege, security, privacy, and third-party confidentiality limitations; the final answer will state whether a complete underlying report can be provided.

49. Does Flock indemnify the City for losses arising from a vendor-side security or configuration failure, including notification costs and litigation expense?

Any indemnity is governed by the executed Order Form and incorporated Terms.

50. Please provide the termination provisions in full, including any early-termination right and the method of calculating any buyout. The executed Order Form incorporates these terms by reference to a web address and does not contain them.

" Flock Full Terms and Conditions: <https://www.flocksafety.com/legal/terms-and-conditions>

7. TERM AND TERMINATION

7.1. Term. These Terms & Conditions will be effective from the Effective Date and will continue in full force and effect until terminated as set forth herein. The term of each Order Form will be as set forth therein.

7.2. Termination. Upon termination or expiration of the Agreement or any applicable Order Form, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. Either Party may terminate this Agreement effective upon written notice to the other Party if (a) the other Party defaults in performance of any material provision of the Agreement and such default is not cured within thirty (30) days following written notice describing the specific default; (b) the other Party violates Applicable Law; (c) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (d) the other Party is adjudged bankrupt; (e) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (f) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (g) the other Party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; (h) the other Party makes an assignment of its assets for the benefit of its creditors; or (i) there are no active Order Forms under these Terms & Conditions. In the event Customer terminates the Agreement pursuant to Section 7.2(a), Flock will refund Customer a pro-rata portion of the pre-paid fees for the Flock Services not received prior to the date of termination.

7.3. Survival. The following Sections will survive termination: 1, 4, 5, 6, 7, 8.5, 9, and 11.

7.4. Payment Upon Termination. Upon termination of the Agreement or any Order Form for any reason,



Customer shall pay to Flock all amounts due hereunder for all Flock Services rendered through the date of termination in accordance with the terms of the Agreement. "

51. Please provide the Terms of Service as they existed on March 28, 2024, the date of execution.

Flock began maintaining archived versions of its online terms and conditions in July 2025 and did not maintain versions in effect prior to that date. The current version of the terms and conditions located at <https://www.flocksafety.com/legal/terms-and-conditions> govern the contract between the parties.

52. Upon termination, please describe the process for deletion of all Lebanon data, including backups and any copies held by partners, and the verification Flock will provide.

Upon termination or expiration, Flock will remove applicable Flock Hardware within a commercially reasonable period and will process Lebanon Customer Data under the applicable retention and deletion requirements. Upon termination, at customer's request, Confidential Information (which includes Customer data) will be deleted within 90 days, subject to legally required retention and specified audit or evidentiary metadata exceptions. Flock will provide a written deletion statement and will address partner-held copies through the applicable subprocessors and data-return/deletion process.

53. Does the City retain the right to export its own data prior to termination?

Yes, subject to the applicable retention period and the functionality of the Web Interface. The current Terms state that Customer Data is available for authorized users to access and download through the Web Interface during the applicable Retention Period.

54. Please confirm in writing the exact end date of the current term and the last calendar day on which the City may deliver notice of non-renewal. Invoice INV-94209 describes the present period as "Year 2 of 24 Month Term, 2026 – 2027," and the City wishes to reconcile that description with the renewal provisions of the Order Form.

Lebanon's Flock contract is a 24-month term beginning May 15, 2025 and ending May 14, 2027. If the city plans to not renew, according to the contract, Flock requires at least thirty calendar days' notice before the end of the then-current term, the last calendar day for notice is April 14, 2027. Invoice INV-94209's "Year 2 of 24 Month Term, 2026–2027" description is consistent with that term structure.

Additional Council Questions

55. Has Flock ever disclosed, sold, or provided access to Lebanon-originated data to any entity conducting civil immigration enforcement, even where the receiving party was a state or local (not federal) agency acting at federal request?

The contract between Flock and Lebanon requires us to notify you of any legal request for your data so you can respond according to your laws and values and Flock will support you in those efforts. Flock has not independently shared Lebanon's data. All Flock customers own and control the data our technology collects for them. Flock never sells customer data to third parties. Agencies retain full control with tiered user



permissions, audit trails, and secure data retention policies. Flock does not contract with or share customer data with ICE.

56. Does Flock have facial recognition capability in current or planned releases, whether or not Lebanon has activated it?

None of Flock's products have facial recognition and there is no plan for future products with facial recognition. Flock's LPR product does not use facial recognition; searches are based on vehicle characteristics and are not designed to identify drivers or passengers. No facial-recognition capability is part of Lebanon's program.

57. Do any Flock employees, contractors, or subprocessors with access to Lebanon data work outside the United States?

Flock-hosted customer data is stored in the United States.

58. Please disclose Flock's ownership structure, including any investor holding more than 5% equity, and confirm whether any foreign government, foreign state-linked entity, or foreign-controlled fund holds a direct or indirect ownership interest.

As a private company, Flock does not share this financial information. However, we can provide alternative documentation evidencing financial standing upon request, such as a bank good-standing letter or a Dun & Bradstreet report.

59. Has Flock ever discovered, or been notified of, law enforcement account credentials for its platform being offered for sale on dark-web marketplaces or forums?

Flock has a robust cybersecurity posture that includes monitoring darkweb sources for credentials. Flock also requires all customers to maintain MFA in the event their credentials are compromised. In the event credentials have been found in such spaces, Flock proactively resets a user's login.

60. Under what circumstances can Flock employees (not law-enforcement customers) view a customer's raw camera footage?

Flock personnel do not have a general right of access to customer data. Access may occur only for a defined and reasonably necessary purpose such as customer-authorized support, security investigation, system troubleshooting, evidence assistance, or legal compliance, and is restricted through role-based access, personnel screening, and logging. Flock will provide the City the applicable authorization and audit procedure.

61. Has any Flock employee ever viewed footage from a customer's cameras for purposes of an internal product demonstration to a prospective client, without the footage-source customer's knowledge or consent at the time of viewing?

Flock's policy does not authorize use of a customer's raw footage for an internal product demonstration without appropriate customer authorization.



62. Does Flock currently sell, license, or otherwise monetize license-plate or vehicle-attribute data, in aggregate or otherwise, to any third party - including insurers, data brokers, marketing firms, or research entities?

Flock does not sell, publish, or license customer LPR data to third parties without explicit customer permission.

63. Please describe Flock's current and planned drone program in full, including current fleet size, whether drones are intended for one-off emergency response only or for persistent/continuous aerial coverage of an area?

Flock Safety offers Drone as First Responder technology to public-safety agencies. The system uses drones assigned to fixed, customer-approved launch sites and operated under the authority and policies of the individual agency. Flock does not operate a centralized fleet that independently patrols communities. Each deployed dock supports one assigned drone, and the number of aircraft varies by customer and deployment.

DFR is designed primarily for incident-driven response, including dispatched calls for service, emergencies, active investigations, searches, and other specifically authorized public-safety missions. A drone may remain over an active incident as operationally necessary, but the system is not designed or intended to provide persistent or continuous aerial surveillance of an area. After completing a mission, the aircraft returns to its assigned dock.

Flock's planned development focuses on improving aircraft reliability, response availability, safety, coverage, regulatory compliance, and integration with public-safety systems. Any future deployment remains subject to customer policy, applicable law, and FAA requirements

64. Do Flock drones carry facial recognition, license-plate reading, or other biometric identification capability?

Flock drones do not provide facial-recognition or other biometric-identification capability. The aircraft carries an electro-optical and thermal camera that provides live video and recorded imagery, but it does not identify individuals using facial characteristics or other biometric data.

The camera may allow an authorized operator to visually observe a vehicle or license plate when conditions permit. Flock has also developed optional in-flight license-plate-reading functionality. That functionality is not facial recognition or biometric identification and is not automatically enabled as a standard component of every drone deployment. Its use is customer-controlled and subject to the agency's policies, applicable law, and configuration.

65. Has Flock sent any cease-and-desist letter, legal threat, or other formal legal correspondence to any individual or organization for publishing the locations of Flock cameras?

Flock has not sent any cease-and-desist letter, legal threat, or other formal legal correspondence to any individual or organization for publishing the locations of Flock cameras



66. Has any Flock executive or employee characterized organized citizen opposition to Flock's cameras as "terroristic" or similar?

Flock's CEO has apologized for a statement he made in this regard. Flock respects the serious and substantive community concerns that are being raised and we are committed to engaging in them in a way that ensures community safety does not come at the expense of community values.

