

Exhibit “A”



Neighbors by Ring

Memorandum of Understanding

This agreement is entered into this _____ day of _____, 2019 by and between Ring LLC (“Ring”) and West Orange Police Department (“Agency”), (collectively the “parties”) and will provide Agency access to the Neighbors Portal to communicate with users of the Neighbors app (“Ring Neighbors”) and encourage community engagement as we work together to make West Orange’s (“Township”) neighborhoods safer.

- Neighbors by Ring app (“Neighbors App”) is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- As part of the program, Agency may:
 - Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
 - Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

Ring

- Make the Neighbors App available to Township residents free of charge.
- Make the Neighbors Portal available to Agency free of charge, including ongoing support and training for Agency employees.

Agency

- Maintain appropriate access controls for Agency personnel to use the Neighbors Portal.

Press Release

The parties shall agree to a joint press release to be mutually approved by the parties. Neither party may use the other party’s name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency’s participation in the Neighbors App.

Term

Agency’s participation in the program shall commence upon Agency’s acceptance of these program terms. Either party may terminate Agency’s participation in the program at any time by providing 30 days’ written notice to the other party; provided that in the case of material breach of this Agreement by the Agency, Ring shall only be required to provide three days’ written notice to Agency.

Privacy and Terms of Use

Ring will not provide any customer personal information, including video footage, to Agency without the prior

consent of the owner or properly issued legal process that complies with federal and state law, as applicable. Agency agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide Agency work. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

Compensation

At no point shall either party receive compensation from each other as a result of this program.

Confidentiality

Unless otherwise required by law, the Parties shall not disclose the terms of this program or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Except that Ring understands and acknowledges that the Agency is subject to the production of government records pursuant to the Open Public Records Act ("OPRA"), the common law right to access public records, and service of subpoenas for production of records in litigation for which the Agency is a party and for which Agency is not a party. In the event that Agency receives either: (i) an OPRA Request; (ii) a request under the common law right to access public records; and/or (iii) a subpoena or notice to produce documents which contains confidential information pursuant to this provision ("Document Request"), the Agency will provide notice to Ring via email to an designated individual within forty-eight (48) hours of receipt of such Document Request. The Agency will withhold production of any response to the Document Request for a period of ten (10) days to allow Ring to obtain a protective order to prevent the production of a response to the Document Request. Agency agrees that is shall not oppose any such application for a protective order.

RING LLC

Date: _____

By: _____

Name: _____

Title: _____

Agency

Date: _____

By: _____

Name: _____

Title: _____

Verification Code* ____ _

*A four digit verification code was mailed to the primary point of contact at this agency to the address listed in public records. Please provide that code prior to submitting the MOU for processing.