DocuSign Envelope ID: 5E756099-CF49-4ED9-A6D1-6A4356A8FFC7

FLOCK GROUP INC.

ADDITIONAL SERVICES AGREEMENT

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: FL - St. Johns County SO **Legal Entity Name:**	**Contact Name:**
Address: 4015 Lewis Speedway Saint Augustine, Florida 32084	**Phone:** **E-Mail:**
Expected Payment Method:	**Billing Contact:** (if different than above)

Initial Term: 12 months **Renewal Term:** 12 months	**Billing Term:** Annual payment due Net 30 per terms and conditions

Sales tax will be added to all fees as applicable. If your organization is tax exempt, please check this box: and email your Sales Tax Exemption Certificate to billing@flocksafety.com.

DocuSign Envelope ID: 5E756099-CF49-4ED9-A6D1-6A4356A8FFC7

Name	Price/Usage Fee	QTY	Subtotal
Falcon Flex	$3,000.00	5.00	$15,000.00
Extended data retention (Up to 1 Year)	$300.00	20.00	$6,000.00

(Includes one-time fees)

Year 1 Total: $21,000.00

Recurring Total: $21,000.00

Special Terms – Flex Rider:

flock safety

Falcon Flex Rider

1.0 Falcon Flex Rider. Falcon Flex is an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install certain hardware (such hardware, "Falcon Flex"). Parties understand and agree that Falcon Flex is an additional product, subject to additional terms (such terms, this "Rider"). Should there be a conflict between this Rider and the Agreement, the terms of this Rider shall govern.

2.0 Falcon Flex Fees. For Falcon Flex products, the Agency will pay Flock the Usage Fee (as described on the Order Form attached hereto) on or before the 30 th day following the Effective Date of this Agreement. If applicable, the Agency shall pay the ongoing renewal fees set forth on the Order Form due and payable thirty (30) days in advance of each renewal term.

3.0 Falcon Flex Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Initial Term"). The Term shall commence upon execution of this Agreement. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term", and together with the Initial Term, the "Service Term") unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Upon conclusion of the Service Term, Agency shall return Falcon Flex to Flock within a reasonable time thereafter.

4.0 Ownership. Notwithstanding anything to the contrary in the Agreement, Agency understands that all Falcon Flex devices are owned exclusively by Flock, and that title to any Falcon Flex does not pass to Agency upon execution of this Agreement. Flock shall retain ownership and security interest in Falcon Flex devices.

5.0 Purpose. Falcon Flex is designed to be a self-installed fixed license plate reader solution. Falcon Flex is not designed for use as a mobile solution. Flock offers no warranty for misuse of the Falcon Flex. Agency understands that upon improper use of Falcon Flex devices, all warranties herein shall be null and void.

6.0 Warranty. Agency understands that Flock does not warrant that the services will be uninterrupted or error free. Flock disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

7.0 Replacement. In the event of a manufacturer defect, Flock will repair or replace the defective Falcon Flex at no additional cost. In the event that a Falcon Flex is lost, stolen, or damaged, Agency may request that Flock replace the Falcon Flex at a fee according to the then-current Reinstall Policy

DocuSign Envelope ID: 5E756099-CF49-4ED9-A6D1-6A4356A8FFC7

8.0 Support Services. Agency understands that Flock will not provide installation services for Falcon Flex. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex, and Agency is responsible for installation, maintenance, and monitoring of quality, performance and functionality of Falcon Flex devices.

DocuSign Envelope ID: 5E756099-CF49-4ED9-A6D1-6A4356A8FFC7

By executing this Order Form, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Agency: FL - St. Johns County SO**	
By:	DocuSigned by: Mark Smith AC6C931454C24F3...	By:	
Name:	Mark Smith	Name:	Matthew Cline
Title:	General Counsel	Title:	General Counsel
Date:	9/9/2022	Date:	9-9-22

Perry Hagaman
Perry Hagaman (Sep 12, 2022 09:40 EDT)

Perry Hagaman
Director
Sep 12, 2022

DocuSign Envelope ID: 5E756099-CF49-4ED9-A6D1-6A4356A8FFC7

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Address: 4015 Lewis Speedway Saint Augustine, Florida 32084	**Phone:** **E-Mail:**
Expected Payment Method:	**Billing Contact:** (if different than above)

Initial Term: 12 months **Renewal Term:** 12 months	**Billing Term:** Annual payment due Net 30 per terms and conditions

Sales tax will be added to all fees as applicable. If your organization is tax exempt, please check this box:
and email your Sales Tax Exemption Certificate to billing@flocksafety.com.

DocuSign Envelope ID: 5E756099-CF49-4ED9-A6D1-6A4356A8FFC7

Name	Price/Usage Fee	QTY	Subtotal
Falcon Flex	$3,000.00	5.00	$15,000.00
Extended data retention (Up to 1 Year)	$300.00	20.00	$6,000.00

(Includes one-time fees)

Year 1 Total: $21,000.00

Recurring Total: $21,000.00

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flock safety

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1.0 Falcon Flex Rider. Falcon Flex is an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install certain hardware (such hardware, "Falcon Flex"). Parties understand and agree that Falcon Flex is an additional product, subject to additional terms (such terms, this "Rider"). Should there be a conflict between this Rider and the Agreement, the terms of this Rider shall govern.

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DocuSign Envelope ID: 5E756099-CF49-4ED9-A6D1-6A4356A8FFC7

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DocuSign Envelope ID: 5E756099-CF49-4ED9-A6D1-6A4356A8FFC7

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FLOCK GROUP, INC.		**Agency: FL - St. Johns County SO**	
By:	DocuSigned by: Mark Smith AG6G031454G24F3...	By:	
Name:	Mark Smith	Name:	Matthew Clive
Title:	General Counsel	Title:	General Counsel
Date:	9/9/2022	Date:	9-9-22

Perry Hagaman
Perry Hagaman (Sep 12, 2022 09:40 EDT)

Perry Hagaman
Director
Sep 12, 2022

DocuSign Envelope ID: 5E756099-CF49-4ED9-A6D1-6A4356A8FFC7

EXHIBIT A

This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.

Docusign Envelope ID: 8B6CC1F0-3440-4EC9-81BF-2E26DF02632A

Flock Safety + FL - St. Johns County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jason Boutselis
jason.boutselis@flocksafety.com
+18139046145

flock safety

Docusign Envelope ID: 8B6CC1F0-3440-4EC9-81BF-2E26DF02632A

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	FL - St. Johns County SO	Initial Term:	24 Months
Legal Entity Name:	FL - St. Johns County SO	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	4015 Lewis Speedway Saint Augustine, Florida 32084	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$58,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	16	Included
Solar Falcon ® LR	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	14	$9,100.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$900.00	2	$1,800.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$900.00	2	$1,800.00

Subtotal Year 1:	$70,700.00
Annual Recurring Subtotal:	$58,000.00
Discounts:	$1,400.00
Estimated Tax:	$0.00
Contract Total:	$128,700.00

Docusign Envelope ID: 8B6CC1F0-3440-4EC9-81BF-2E26DF02632A

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$70,700.00
Annual Recurring after Year 1	$58,000.00
Contract Total	$128,700.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$1,400.00

Docusign Envelope ID: 8B6CC1F0-3440-4EC9-81BF-2E26DF02632A

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Falcon ® LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Docusign Envelope ID: 8B6CC1F0-3440-4EC9-81BF-2E26DF02632A

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 12/4/2024

Customer: FL - St. Johns County SO

By: Shari Shuman Shari Shuman (Dec 3, 2024 20:10 EST)

Name: Shari Shuman

Title: CFO

Date: Dec 3, 2024

PO Number:

Yvonne Griffin (Nov 26, 2024 13:16 EST) Nov 26, 2024

Matthew Cline Matthew Cline (Nov 26, 2024 13:48 EST) Nov 26, 2024

Howard Cole Howard Cole (Dec 2, 2024 16:31 EST) Dec 2, 2024

Docusign Envelope ID: 8B6CC1F0-3440-4EC9-81BF-2E26DF02632A

Flock Safety Platform, Flock Safety LPR Products

Final Audit Report 2024-12-03

Created:	2024-11-26 (Eastern Standard Time)
By:	Jonna Parks (jparks@sjso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK37Al6GPMYInBYCYwQO2GfxHB0kFGwaL

"Flock Safety Platform, Flock Safety LPR Products" History

Document created by Jonna Parks (jparks@sjso.org)
2024-11-26 - 12:43:59 PM EST

Document emailed to Yvonne Griffin (ygriffin@sjso.org) for approval
2024-11-26 - 12:47:40 PM EST

Email viewed by Yvonne Griffin (ygriffin@sjso.org)
2024-11-26 - 1:16:46 PM EST

Document approved by Yvonne Griffin (ygriffin@sjso.org)
Approval Date: 2024-11-26 - 1:16:58 PM EST - Time Source: server

Document emailed to mcline@sjso.org for approval
2024-11-26 - 1:17:00 PM EST

Email viewed by mcline@sjso.org
2024-11-26 - 1:47:55 PM EST

Signer mcline@sjso.org entered name at signing as Matthew Cline
2024-11-26 - 1:48:37 PM EST

Document approved by Matthew Cline (mcline@sjso.org)
Approval Date: 2024-11-26 - 1:48:39 PM EST - Time Source: server

Document emailed to hcole@sjso.org for approval
2024-11-26 - 1:48:41 PM EST

Email viewed by hcole@sjso.org
2024-12-02 - 4:31:02 PM EST

Powered by Adobe Acrobat Sign

Signer hcole@sjso.org entered name at signing as Howard Cole
2024-12-02 - 4:31:32 PM EST

Document approved by Howard Cole (hcole@sjso.org)
Approval Date: 2024-12-02 - 4:31:34 PM EST - Time Source: server

Document emailed to sshuman@sjso.org for signature
2024-12-02 - 4:31:35 PM EST

Email viewed by sshuman@sjso.org
2024-12-03 - 8:06:26 PM EST

Signer sshuman@sjso.org entered name at signing as Shari Shuman
2024-12-03 - 8:10:44 PM EST

Document e-signed by Shari Shuman (sshuman@sjso.org)
Signature Date: 2024-12-03 - 8:10:46 PM EST - Time Source: server

Agreement completed.
2024-12-03 - 8:10:46 PM EST

Powered by
Adobe
Acrobat Sign

DocuSign Envelope ID: 291302DE-1FC6-461F-8D58-842C091A8164

FLOCK GROUP INC.

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Address: 4015 Lewis Speedway Saint Augustine, Florida 32084	**Phone:** **E-Mail:**
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Initial Term: 12 months **Renewal Term:** 12 months	**Billing Term:** Annual payment due Net 30 per terms and conditions

Sales tax will be added to all fees as applicable. **If your organization is tax exempt, please check this box:**
and email your Sales Tax Exemption Certificate to billing@flocksafety.com.

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	$250.00	117.00	$29,250.00
Extended data retention (Up to 1 Year)	$300.00	117.00	$35,100.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	$2,500.00	117.00	$292,500.00

Subtotal Year 1:	$356,850.00
Subscription Term:	12 Months
Annual Recurring Total:	$327,600.00
Estimated Sales Tax:	$0.00
Total Contract Amount:	$356,850.00

DocuSign Envelope ID: 291302DE-1FC6-461F-8D58-842C091A8164

By executing this Order Form, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Agency: FL - St. Johns County SO**	
By:	DocuSigned by: Mark Smith AC5C931454C24F3...	By:	
Name:	Mark Smith	Name:	Tara Wildes
Title:	General Counsel	Title:	Drector
Date:	11/17/2022	Date:	11/17/22

EXHIBIT A

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DocuSign Envelope ID: 291302DE-1FC6-461F-8D58-842C091A8164

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FLOCK GROUP, INC.		**Agency: FL - St. Johns County SO**	
By:	DocuSigned by: Mark Smith AC5C931454C24F3...	By:	
Name:	Mark Smith	Name:	Tara Wildes
Title:	General Counsel	Title:	Drector
Date:	11/17/2022	Date:	11/17/22

EXHIBIT A

This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.

Docusign Envelope ID: E5C9056B-5C59-43F2-90CD-74684828FD48

Flock Safety + FL - St. Johns County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jake Downs
jake.downs@flocksafety.com
5854146554

Quote Number: Q-158192
Expiration Date: 12/31/2025

flock safety

Docusign Envelope ID: E5C9056B-5C59-43F2-90CD-74684828FD48

flock safety

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Customer:	FL - St. Johns County SO	Initial Term:	60 Months
Legal Entity Name:	FL - St. Johns County SO	Renewal Term:	24 Months
Accounts Payable Email:	soaccountspayable@sjso.org	Payment Terms:	Net 30
Address:	4015 Lewis Speedway Saint Augustine, Florida 32084	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	365 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$427,050.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	5	Included
Flock Safety LPR, fka Falcon	Included	13	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	2	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	3	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	5	Included
Extended data retention (Up to 1 Year)	Included	15	Included
Extended data retention (Up to 1 Year)	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	5	$3,250.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$1,250.00	13	$16,250.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$275.00	2	$550.00

Discounts:	$1,950.00
Estimated Tax:	$0.00
Total Contract Due At First Camera Validation:	$427,050.00

Docusign Envelope ID: E5C9056B-5C59-43F2-90CD-74684828FD48

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

Upon execution of this Agreement, the Term for Flock Hardware shall commence upon first installation and validation per each phase as identified in the chart below ("Phase"), except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Upon completion of installation and validation of total Phases, the Customer agrees that the Term of all Phases will run coterminous in accordance with the Term of Phase 1. In the event of any overlap in subscription terms (meaning the period from the effective date until expiration or termination of an agreement) and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on the execution date of a new agreement. To the extent applicable, any prorated amounts provided are subject to change based on term commencement of first hardware validation of products referenced within each Phase.

Title Transfer on Hardware- Upon installation, the Customer will receive title to the Flock Hardware. Upon expiration of the Term and any renewal Terms, Customer agrees to sell back each Flock Hardware to Flock for a $1 USD credit and be monetarily responsible for required replacement of or any damage to the Flock Hardware during the Term, except for normal wear and tear. The Flock Hardware will become the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Customer agrees to perform all acts which may be necessary to assure the transfer of title of the Flock Hardware by Flock. Upon issuing the credit (on a final invoice or as a refund to the Customer) and prior to Flock's receipt back of each unit of Flock Hardware, Customer grants Flock a perfected security interest in the Flock Hardware for which Flock may file this Agreement or a UCC form as proof thereof. Flock and Customer will arrange to remove Flock Hardware at a mutually convenient time.

Billing Schedule

Billing Schedule	Amount (USD)
Total Contract Due At First Camera Validation	$427,050.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$1,950.00

Docusign Envelope ID: E5C9056B-5C59-43F2-90CD-74684828FD48

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.

FlockOS Features & Description

FlockOS Features	Description

Docusign Envelope ID: E5C9056B-5C59-43F2-90CD-74684828FD48

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. .

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: 1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal Officer

Date: 12/17/2025

Customer: FL - St. Johns County SO

By: Shari Shuman
Shari Shuman (Dec 17, 2025 14:27:16 EST)

Name: Shari Shuman

Title: Chief Finanacial Officer

Date:

PO Number:

MC
mc

HC
HC

Tara Wildes

Signature: Yvonne Griffin (Dec 17, 2025 11:08:59 EST)
Email: ygriffin@sjso.org

Signature: matthew cline
matthew cline (Dec 17, 2025 11:47:40 EST)
Email: mcline@sjso.org

Signature: Howard Cole
Howard Cole (Dec 17, 2025 12:15:58 EST)
Email: hcole@sjso.org

Signature:
Email: twildes@sjso.org

Docusign Envelope ID: E5C9056B-5C59-43F2-90CD-74684828FD48

FLOCK-updated FL - St Johns County SO - Law Enforcement Agreement - (7) (002)

Final Audit Report 2025-12-17

Created:	2025-12-17
By:	Spephanie Daroca (sdaroca@sjso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS7kczb8kvUcq7fB70tBQHxGMGU-g-jlC

"FLOCK-updated FL - St Johns County SO - Law Enforcement Agreement - (7) (002)" History

Document created by Spephanie Daroca (sdaroca@sjso.org)
2025-12-17 - 3:52:19 PM GMT

Document emailed to Yvonne Griffin (ygriffin@sjso.org) for signature
2025-12-17 - 3:53:39 PM GMT

Email viewed by Yvonne Griffin (ygriffin@sjso.org)
2025-12-17 - 4:08:46 PM GMT

Document e-signed by Yvonne Griffin (ygriffin@sjso.org)
Signature Date: 2025-12-17 - 4:08:59 PM GMT - Time Source: server

Document emailed to mcline@sjso.org for signature
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Email viewed by mcline@sjso.org
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Signer mcline@sjso.org entered name at signing as matthew cline
2025-12-17 - 4:47:38 PM GMT

Document e-signed by matthew cline (mcline@sjso.org)
Signature Date: 2025-12-17 - 4:47:40 PM GMT - Time Source: server

Document emailed to hcole@sjso.org for signature
2025-12-17 - 4:47:43 PM GMT

Email viewed by hcole@sjso.org
2025-12-17 - 5:15:25 PM GMT

Adobe Acrobat Sign

Signer hcole@sjso.org entered name at signing as Howard Cole
2025-12-17 - 5:15:56 PM GMT

Document e-signed by Howard Cole (hcole@sjso.org)
Signature Date: 2025-12-17 - 5:15:58 PM GMT - Time Source: server

Document emailed to Tara Wildes (twildes@sjso.org) for signature
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Email viewed by Tara Wildes (twildes@sjso.org)
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Email viewed by sshuman@sjso.org
2025-12-17 - 7:25:54 PM GMT

Signer sshuman@sjso.org entered name at signing as Shari Shuman
2025-12-17 - 7:27:14 PM GMT

Document e-signed by Shari Shuman (sshuman@sjso.org)
Signature Date: 2025-12-17 - 7:27:16 PM GMT - Time Source: server

Agreement completed.
2025-12-17 - 7:27:16 PM GMT

Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

Flock Safety + FL - St. Johns County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jason Boutselis
jason.boutselis@flocksafety.com
+18139046145

flock safety

Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

flock safety

ORDER FORM

This order form (**"Order Form"**) hereby incorporates and includes the terms of the previously executed agreement (the **"Terms"**) which describe and set forth the general legal terms governing the relationship (collectively, the **"Agreement"**). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the **"Effective Date"**)

Customer:	FL - St. Johns County SO	Initial Term:	24 Months
Legal Entity Name:	FL - St. Johns County SO	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	4015 Lewis Speedway Saint Augustine, Florida 32084	Billing Frequency:	Annual
		Retention Period:	360 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$4,754.61**
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	18	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$4,754.61
Annual Recurring Subtotal:	$4,754.61
Estimated Tax:	$0.00
Contract Total:	$9,509.22

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ -	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Professional Services - MASH Tested Pole Implementation Fee	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.

Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$4,754.61
Annual Recurring after Year 1	$4,754.61
Contract Total	$9,509.22

*Tax not included

Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 3/25/2025

Customer: FL - St. Johns County SO

By: Howard Cole #2989

Name: Howard Cole

Title: Director CID

Date: March 20, 2025

PO Number:

Yvonne Griffin (Mar 20, 2025 16:52 EDT) Mar 20, 2025

Matthew Cline (Mar 21, 2025 09:29 EDT) Mar 21, 2025

Shari Shuman
Shari Shuman (Mar 21, 2025 11:03 EDT)

Shari Shuman

CFO

Mar 21, 2025

Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

Flock Year 1 Extended Data Retention for (18) Cameras

Final Audit Report 2025-03-21

Created:	2025-03-20 (Eastern Daylight Time)
By:	Jonna Parks (jparks@sjso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVzjyeXyHETuXsJIZdENYOSCwHgVJAvCg

"Flock Year 1 Extended Data Retention for (18) Cameras" History

Document created by Jonna Parks (jparks@sjso.org)
2025-03-20 - 4:46:48 PM EDT

Document emailed to Yvonne Griffin (ygriffin@sjso.org) for approval
2025-03-20 - 4:48:11 PM EDT

Email viewed by Yvonne Griffin (ygriffin@sjso.org)
2025-03-20 - 4:51:35 PM EDT

Document approved by Yvonne Griffin (ygriffin@sjso.org)
Approval Date: 2025-03-20 - 4:52:27 PM EDT - Time Source: server

Document emailed to mcline@sjso.org for approval
2025-03-20 - 4:52:28 PM EDT

Email viewed by mcline@sjso.org
2025-03-21 - 9:28:14 AM EDT

Signer mcline@sjso.org entered name at signing as Matthew Cline
2025-03-21 - 9:29:06 AM EDT

Document approved by Matthew Cline (mcline@sjso.org)
Approval Date: 2025-03-21 - 9:29:08 AM EDT - Time Source: server

Document emailed to sshuman@sjso.org for signature
2025-03-21 - 9:29:10 AM EDT

Email viewed by sshuman@sjso.org
2025-03-21 - 11:02:31 AM EDT

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Signer sshuman@sjso.org entered name at signing as Shari Shuman
2025-03-21 - 11:03:30 AM EDT

Document e-signed by Shari Shuman (sshuman@sjso.org)
Signature Date: 2025-03-21 - 11:03:32 AM EDT - Time Source: server

Agreement completed.
2025-03-21 - 11:03:32 AM EDT

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Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

Flock Safety + FL - St. Johns County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jason Boutselis
jason.boutselis@flocksafety.com
+18139046145

flock safety

Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

flock safety

ORDER FORM

This order form (**"Order Form"**) hereby incorporates and includes the terms of the previously executed agreement (the **"Terms"**) which describe and set forth the general legal terms governing the relationship (collectively, the **"Agreement"**). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the **"Effective Date"**)

Customer:	FL - St. Johns County SO	Initial Term:	24 Months
Legal Entity Name:	FL - St. Johns County SO	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	4015 Lewis Speedway Saint Augustine, Florida 32084	Billing Frequency:	Annual
		Retention Period:	360 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$4,754.61**
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	18	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$4,754.61
Annual Recurring Subtotal:	$4,754.61
Estimated Tax:	$0.00
Contract Total:	$9,509.22

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Billing Schedule

Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ -	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Professional Services - MASH Tested Pole Implementation Fee	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.

Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$4,754.61
Annual Recurring after Year 1	$4,754.61
Contract Total	$9,509.22

*Tax not included

Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 3/25/2025

Customer: FL - St. Johns County SO

By: Howard Cole #2989

Name: Howard Cole

Title: Director CID

Date: March 20, 2025

PO Number:

Yvonne Griffin (Mar 20, 2025 16:52 EDT) Mar 20, 2025

Matthew Cline (Mar 21, 2025 09:29 EDT) Mar 21, 2025

Shari Shuman
Shari Shuman (Mar 21, 2025 11:03 EDT)

Shari Shuman

CFO

Mar 21, 2025

Docusign Envelope ID: DAB4819B-3E13-482A-B71B-19DB0CA912AA

Flock Year 1 Extended Data Retention for (18) Cameras

Final Audit Report 2025-03-21

Created:	2025-03-20 (Eastern Daylight Time)
By:	Jonna Parks (jparks@sjso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVzjyeXyHETuXsJIZdENYOSCwHgVJAvCg

"Flock Year 1 Extended Data Retention for (18) Cameras" History

Document created by Jonna Parks (jparks@sjso.org)
2025-03-20 - 4:46:48 PM EDT

Document emailed to Yvonne Griffin (ygriffin@sjso.org) for approval
2025-03-20 - 4:48:11 PM EDT

Email viewed by Yvonne Griffin (ygriffin@sjso.org)
2025-03-20 - 4:51:35 PM EDT

Document approved by Yvonne Griffin (ygriffin@sjso.org)
Approval Date: 2025-03-20 - 4:52:27 PM EDT - Time Source: server

Document emailed to mcline@sjso.org for approval
2025-03-20 - 4:52:28 PM EDT

Email viewed by mcline@sjso.org
2025-03-21 - 9:28:14 AM EDT

Signer mcline@sjso.org entered name at signing as Matthew Cline
2025-03-21 - 9:29:06 AM EDT

Document approved by Matthew Cline (mcline@sjso.org)
Approval Date: 2025-03-21 - 9:29:08 AM EDT - Time Source: server

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Email viewed by sshuman@sjso.org
2025-03-21 - 11:02:31 AM EDT

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Signer sshuman@sjso.org entered name at signing as Shari Shuman
2025-03-21 - 11:03:30 AM EDT

Document e-signed by Shari Shuman (sshuman@sjso.org)
Signature Date: 2025-03-21 - 11:03:32 AM EDT - Time Source: server

Agreement completed.
2025-03-21 - 11:03:32 AM EDT

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DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

Flock Safety + FL - St. Johns County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jason Boutselis
jason.boutselis@flocksafety.com
+18139046145

flock safety

DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	**120**	**1B+**	**<60%***
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

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Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint ™ technology. Search filters include: • Vehicle make • Body type • Color • License plates o Partial tags o Missing tags o Temporary tags o State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: *California SVS* *FDLE* *FL Expired Licenses* *FL Expired Tags* *FL Sanctioned Drivers* *FL Sex Offenders* *Georgia DOR* *IL SOS* *Illinois Leads* *NCIC* *NCMEC Amber Alert* *REJIS* *CCIC* *FBI*
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

Software Add-Ons	
Advanced Search Package	Unlock more leads and build stronger cases with minimal evidence on the front-end of your investigations with Advanced Search features: • **Visual Search -** Upload any digital image and transform it into an investigative lead • **Multi-Geo Search -** Link a single suspect vehicle to multiple crimes, even without a vehicle description or plate number • **Convoy Analysis -** Detect suspect vehicles frequently traveling together to identify accomplices to serial or organized crimes
Software Integrations	Access real-time incident data in a single ESRI-based map by layering intelligence from your existing data streams into your Flock Safety software experience. • **Computer-Aided Dispatch (CAD) Integration** - Provide your Dispatchers and Patrol Officers with real-time incident context from 911 calls. Display CAD events in your Flock Safety Map, including important incident information like location, priority, and event type. • **Automatic Vehicle Location (AVL) Integration** - Bring live patrol locations and status into a single map view, giving dispatchers and patrol officers more context to deploy resources effectively and decrease incident response times.

DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

License Plate Recognition		
The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.* *Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department		
Flock Safety Falcon®LPR Camera	**Flock Safety Falcon® Flex**	**Flock Safety Falcon® LR**
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Rage LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. *Note: Ongoing maintenance does not apply to Falcon Flex devices.*
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	FL - St. Johns County SO	Initial Term:	24 Months
Legal Entity Name:	FL - St. Johns County SO	Renewal Term:	24 Months
Accounts Payable Email:	soaccountspayable@sjso.org	Payment Terms:	Net 30
Address:	4015 Lewis Speedway Saint Augustine, Florida 32084	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	365 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$10,600.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	2	Included
Flock Safety LPR Products			
Solar Falcon ® LR	Included	2	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Solar Implementation Fee	$750.00	2	$1,500.00

Subtotal Year 1:	$12,100.00
Annual Recurring Subtotal:	$10,600.00
Estimated Tax:	$0.00
Contract Total:	$22,700.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$12,100.00
Annual Recurring after Year 1	$10,600.00
Contract Total	$22,700.00

*Tax not included

DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

DocuSign Envelope ID: DEE7B69B-5519-4573-9C1D-CE87964D8587

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: DocuSigned by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 6/4/2024

Customer: FL - St. Johns County SO

By: DocuSigned by: Ryan Smith A1B6EFB40784408...

Name: Ryan Smith

Title:

Date: 6/4/2024

PO Number:

Howard Cole
Howard Cole (Jun 6, 2024 20:56 EDT)

Howard Cole

Director

Jun 6, 2024

Flock Safety Platform Additional Hardware and Software 2 Year Agreement

Final Audit Report 2024-06-06

Created:	2024-06-06 (Eastern Daylight Time)
By:	Jonna Parks (jparks@sjso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5UlbLKmS-ha-vKUVbqRF4BX8Hrz4QQvx

"Flock Safety Platform Additional Hardware and Software 2 Year Agreement" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2024-06-06 - 8:09:37 AM EDT

Document created by Jonna Parks (jparks@sjso.org)
2024-06-06 - 1:45:42 PM EDT

Document emailed to hcole@sjso.org for signature
2024-06-06 - 1:47:04 PM EDT

Email viewed by hcole@sjso.org
2024-06-06 - 2:30:19 PM EDT

Signer hcole@sjso.org entered name at signing as Howard Cole
2024-06-06 - 8:55:59 PM EDT

Document e-signed by Howard Cole (hcole@sjso.org)
Signature Date: 2024-06-06 - 8:56:01 PM EDT - Time Source: server

Agreement completed.
2024-06-06 - 8:56:01 PM EDT

Powered by Adobe Acrobat Sign

Docusign Envelope ID: AB87CB57-4E5E-453D-8DCD-0E021C750190

Flock Safety + FL - St. Johns County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Megan Kildahl
megan.timmermankildahl@flocksafety.com
+17063191480

Created Date: 07/02/2025
Expiration Date: 10/01/2025
Quote Number: Q-117674
PO Number:

flock safety

Docusign Envelope ID: AB87CB57-4E5E-453D-8DCD-0E021C750190

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 4015 Lewis Speedway Saint Augustine, Florida 32084

Ship To: 911 Law Enforcement Way Saint Augustine, Florida 32092

Billing Company Name: FL - St. Johns County SO
Billing Contact Name: St Johns County Sheriff's Office
Billing Email Address: soaccountspayable@sjso.org
Billing Phone: 904-824-8304

Subscription Term: 60 Months
Renewal Term:
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$479,800.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	132	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	5	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	4	Included
Flock Safety LPR, fka Falcon	Included	20	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	322	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	161	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$479,800.00
Annual Recurring Subtotal:	$479,800.00
Discounts:	$5,000.00
Estimated Tax:	$0.00
Contract Total:	$2,399,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Docusign Envelope ID: AB87CB57-4E5E-453D-8DCD-0E021C750190

Product and Services Description

Flock Safety Platform Items	Product Description

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Shari Shuman
Shari Shuman (Jul 9, 2025 15:18 EDT)

Howard Cole
Howard Cole (Jul 8, 2025 13:48 EDT)

matthew cline
matthew cline (Jul 8, 2025 13:46 EDT)

Mark Smith

General Counsel

Signed by:
Mark Smith
AC5C931454C24F3...

7/14/2025

Docusign Envelope ID: AB87CB57-4E5E-453D-8DCD-0E021C750190

Discounts Applied	Amount (USD)
Flock Safety Platform	$5,000.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Docusign Envelope ID: AB87CB57-4E5E-453D-8DCD-0E021C750190

Flock Safety + FL - St. Johns County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Megan Kildahl
megan.timmermankildahl@flocksafety.com
+17063191480

Created Date: 07/02/2025
Expiration Date: 10/01/2025
Quote Number: Q-117674
PO Number:

flock safety

Docusign Envelope ID: AB87CB57-4E5E-453D-8DCD-0E021C750190

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 4015 Lewis Speedway Saint Augustine, Florida 32084

Ship To: 911 Law Enforcement Way Saint Augustine, Florida 32092

Billing Company Name: FL - St. Johns County SO
Billing Contact Name: St Johns County Sheriff's Office
Billing Email Address: soaccountspayable@sjso.org
Billing Phone: 904-824-8304

Subscription Term: 60 Months
Renewal Term:
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$479,800.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	132	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	5	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	4	Included
Flock Safety LPR, fka Falcon	Included	20	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	322	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	161	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$479,800.00
Annual Recurring Subtotal:	$479,800.00
Discounts:	$5,000.00
Estimated Tax:	$0.00
Contract Total:	$2,399,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Docusign Envelope ID: AB87CB57-4E5E-453D-8DCD-0E021C750190

Product and Services Description

Flock Safety Platform Items	Product Description

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Shari Shuman
Shari Shuman (Jul 9, 2025 15:18 EDT)

Howard Cole
Howard Cole (Jul 8, 2025 13:48 EDT)

matthew cline
matthew cline (Jul 8, 2025 13:46 EDT)

Mark Smith

General Counsel

Signed by:
Mark Smith
AC5C931454C24F3...

7/14/2025

Docusign Envelope ID: AB87CB57-4E5E-453D-8DCD-0E021C750190

Discounts Applied	Amount (USD)
Flock Safety Platform	$5,000.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Docusign Envelope ID: C0951892-FFD9-410A-A46F-D4462E87849B

Flock Safety + FL - St. Johns County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jason Boutselis
jason.boutselis@flocksafety.com
+18139046145

flock safety

Docusign Envelope ID: C0951892-FFD9-410A-A46F-D4462E87849B

flock safety

ORDER FORM

This order form (**"Order Form"**) hereby incorporates and includes the terms of the previously executed agreement (the **"Terms"**) which describe and set forth the general legal terms governing the relationship (collectively, the **"Agreement"**). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties **(the "Effective Date")**

Customer:	FL - St. Johns County SO	Initial Term:	24 Months
Legal Entity Name:	FL - St. Johns County SO	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	4015 Lewis Speedway Saint Augustine, Florida 32084	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	360 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$13,200.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	4	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	3	$1,950.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	1	$150.00

Subtotal Year 1:	$15,300.00
Annual Recurring Subtotal:	$13,200.00
Estimated Tax:	$0.00
Contract Total:	$28,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Docusign Envelope ID: C0951892-FFD9-410A-A46F-D4462E87849B

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.

Docusign Envelope ID: C0951892-FFD9-410A-A46F-D4462E87849B

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$15,300.00
Annual Recurring after Year 1	$13,200.00
Contract Total	$28,500.00

*Tax not included

Docusign Envelope ID: C0951892-FFD9-410A-A46F-D4462E87849B

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 3/25/2025

Customer: FL - St. Johns County SO

By: Howard Cole #2989

Name: Howard Cole

Title: Director CID

Date: March 20, 2025

PO Number:

Yvonne Griffin (Mar 20, 2025 16:47 EDT) Mar 20, 2025

Matthew Cline (Mar 21, 2025 09:27 EDT) Mar 21, 2025

Shari Shuman

Shari Shuman (Mar 21, 2025 11:04 EDT)

Shari Shuman

CFO

Mar 21, 2025

Docusign Envelope ID: C0951892-FFD9-410A-A46F-D4462E87849B

Flock Year 1 for (4) Additional LPRs

Final Audit Report 2025-03-21

Created:	2025-03-20 (Eastern Daylight Time)
By:	Jonna Parks (jparks@sjso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-zb6nsVZLczWiJbD1ykcEls1jHI_JXGR

"Flock Year 1 for (4) Additional LPRs" History

Document created by Jonna Parks (jparks@sjso.org)
2025-03-20 - 4:43:43 PM EDT

Document emailed to Yvonne Griffin (ygriffin@sjso.org) for approval
2025-03-20 - 4:45:52 PM EDT

Email viewed by Yvonne Griffin (ygriffin@sjso.org)
2025-03-20 - 4:47:04 PM EDT

Document approved by Yvonne Griffin (ygriffin@sjso.org)
Approval Date: 2025-03-20 - 4:47:33 PM EDT - Time Source: server

Document emailed to mcline@sjso.org for approval
2025-03-20 - 4:47:35 PM EDT

Email viewed by mcline@sjso.org
2025-03-21 - 9:27:03 AM EDT

Signer mcline@sjso.org entered name at signing as Matthew Cline
2025-03-21 - 9:27:51 AM EDT

Document approved by Matthew Cline (mcline@sjso.org)
Approval Date: 2025-03-21 - 9:27:53 AM EDT - Time Source: server

Document emailed to sshuman@sjso.org for signature
2025-03-21 - 9:27:55 AM EDT

Email viewed by sshuman@sjso.org
2025-03-21 - 11:03:43 AM EDT

Signer sshuman@sjso.org entered name at signing as Shari Shuman
2025-03-21 - 11:04:28 AM EDT

Powered by Adobe Acrobat Sign

Document e-signed by Shari Shuman (sshuman@sjso.org)

Signature Date: 2025-03-21 - 11:04:30 AM EDT - Time Source: server

Agreement completed.

2025-03-21 - 11:04:30 AM EDT

Powered by
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Flock Safety + FL - St. Johns County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jason Boutselis
jason.boutselis@flocksafety.com
+18139046145

flock safety

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ORDER FORM

This order form (**"Order Form"**) hereby incorporates and includes the terms of the previously executed agreement (the **"Terms"**) which describe and set forth the general legal terms governing the relationship (collectively, the **"Agreement"**). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties **(the "Effective Date")**

Customer:	FL - St. Johns County SO	Initial Term:	24 Months
Legal Entity Name:	FL - St. Johns County SO	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	4015 Lewis Speedway Saint Augustine, Florida 32084	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	360 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$13,200.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	4	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	3	$1,950.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	1	$150.00

Subtotal Year 1:	$15,300.00
Annual Recurring Subtotal:	$13,200.00
Estimated Tax:	$0.00
Contract Total:	$28,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

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Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.

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The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$15,300.00
Annual Recurring after Year 1	$13,200.00
Contract Total	$28,500.00

*Tax not included

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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: Signed by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 3/25/2025

Customer: FL - St. Johns County SO

By: Howard Cole #2989

Name: Howard Cole

Title: Director CID

Date: March 20, 2025

PO Number:

Yvonne Griffin (Mar 20, 2025 16:47 EDT) Mar 20, 2025

Matthew Cline (Mar 21, 2025 09:27 EDT) Mar 21, 2025

Shari Shuman

Shari Shuman (Mar 21, 2025 11:04 EDT)

Shari Shuman

CFO

Mar 21, 2025

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Flock Year 1 for (4) Additional LPRs

Final Audit Report 2025-03-21

Created:	2025-03-20 (Eastern Daylight Time)
By:	Jonna Parks (jparks@sjso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-zb6nsVZLczWiJbD1ykcEls1jHI_JXGR

"Flock Year 1 for (4) Additional LPRs" History

Document created by Jonna Parks (jparks@sjso.org)
2025-03-20 - 4:43:43 PM EDT

Document emailed to Yvonne Griffin (ygriffin@sjso.org) for approval
2025-03-20 - 4:45:52 PM EDT

Email viewed by Yvonne Griffin (ygriffin@sjso.org)
2025-03-20 - 4:47:04 PM EDT

Document approved by Yvonne Griffin (ygriffin@sjso.org)
Approval Date: 2025-03-20 - 4:47:33 PM EDT - Time Source: server

Document emailed to mcline@sjso.org for approval
2025-03-20 - 4:47:35 PM EDT

Email viewed by mcline@sjso.org
2025-03-21 - 9:27:03 AM EDT

Signer mcline@sjso.org entered name at signing as Matthew Cline
2025-03-21 - 9:27:51 AM EDT

Document approved by Matthew Cline (mcline@sjso.org)
Approval Date: 2025-03-21 - 9:27:53 AM EDT - Time Source: server

Document emailed to sshuman@sjso.org for signature
2025-03-21 - 9:27:55 AM EDT

Email viewed by sshuman@sjso.org
2025-03-21 - 11:03:43 AM EDT

Signer sshuman@sjso.org entered name at signing as Shari Shuman
2025-03-21 - 11:04:28 AM EDT

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Document e-signed by Shari Shuman (sshuman@sjso.org)

Signature Date: 2025-03-21 - 11:04:30 AM EDT - Time Source: server

Agreement completed.

2025-03-21 - 11:04:30 AM EDT

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FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: FL - St. Johns County SO

Address: 4015 Lewis Speedway
Saint Augustine, Florida 32084

Contact Name:

Phone:

E-Mail:

Billing Contact:

Expected Payment Method:

(if different than above)

Initial Term: 12.00
Renewal Term: 12 Months

Pilot period: First 60 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period.
Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Falcon Camera	$2,500.00	15.00	$37,500.00
Professional Services - Falcon, Standard Implementation	$250.00	15.00	$3,750.00
Flock Safety Advanced Search <25 Falcons	$2,500.00	1.00	$2,500.00

(Includes one-time fees)

Year 1 Total: $43,750.00
Recurring Total: $40,000.00

This proposal expires in 30 days.

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By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc		Customer:	
By:	DocuSigned by: Mark Smith AC5C931454C24F3...	By:	
Name:	Mark Smith	Name:	PERRY HAGAMAN
Title:	General Counsel	Title:	DIRECTOR
Date:	6/1/2022	Date:	31 MAY 22

Renewal MC

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GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the order form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

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1.1 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "***Agency Hardware*** " shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "***Agency Hardware*** " excludes the Embedded Software

1.3 "***Authorized End User(s)***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "***Flock IP***" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "***Footage***" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "***Hardware***" or "***Flock Hardware***" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "***Hardware***" excludes the Embedded Software.

1.9 ***"Implementation Fee(s)"*** means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "***Installation Services***" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "***Non-Agency End User(s)***" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "***Services***" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 "***Support Services***" shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 "***Unit(s)***" shall mean the Agency Hardware together with the Embedded Software.

1.15 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for

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Agency 's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 **Usage Restrictions.**

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than

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the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency 's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency 's account that have been impacted.

2.7 **Installation Services.**

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image

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capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and

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hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 *Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

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Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("***Agency Data***"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary

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Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data..** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related

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systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the ***"Initial Fees"***) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice.

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If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of $500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

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retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

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PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties

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acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

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10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

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10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this 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 facsimile or e-mail; 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.

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EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

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flock safety

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: FL - St. Johns County SO

Address: 4015 Lewis Speedway
Saint Augustine, Florida 32084

Contact Name:

Phone:

E-Mail:

Billing Contact:

Expected Payment Method:

(if different than above)

Initial Term: 12.00
Renewal Term: 12 Months

Pilot period: First 60 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period.
Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Falcon Camera	$2,500.00	15.00	$37,500.00
Professional Services - Falcon, Standard Implementation	$250.00	15.00	$3,750.00
Flock Safety Advanced Search <25 Falcons	$2,500.00	1.00	$2,500.00

(Includes one-time fees)

Year 1 Total: $43,750.00
Recurring Total: $40,000.00

This proposal expires in 30 days.

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By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc		**Customer:**
By:	DocuSigned by: Mark Smith AC5C931454C24F3...	By:
Name:	Mark Smith	Name: PERRY HAGAMAN
Title:	General Counsel	Title: DIRECTOR
Date:	6/1/2022	Date: 31 MAY 22

Revised MC

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flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the order form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles ("**Footage**") and can provide notifications to Agency upon the instructions of Non-Agency End User ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

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1.1 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "***Agency Hardware*** " shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "***Agency Hardware*** " excludes the Embedded Software

1.3 "***Authorized End User(s)***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "***Flock IP***" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "***Footage***" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "***Hardware***" or "***Flock Hardware***" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "***Hardware***" excludes the Embedded Software.

1.9 ***"Implementation Fee(s)"*** means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "***Installation Services***" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "***Non-Agency End User(s)***" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "***Services***" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 "***Support Services***" shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 "***Unit(s)***" shall mean the Agency Hardware together with the Embedded Software.

1.15 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for

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Agency 's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 **Usage Restrictions.**

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than

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the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency 's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency 's account that have been impacted.

2.7 **Installation Services.**

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image

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capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and

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hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 *Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

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Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("***Agency Data***"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary

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Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data..** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related

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systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the ***"Initial Fees"***) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice.

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If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of $500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

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retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

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PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties

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acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

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10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

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10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this 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 facsimile or e-mail; 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.

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EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

AMENDMENT

This amendment ("**Amendment**") supersedes and amends the previously executed agreement between the Parties, dated 1/16/2026, relating to the provision of services by Flock Group Inc. ("**Flock**") to FL - St. Johns County SO ("**Customer**") and any schedules or exhibits attached thereto or incorporated therein by reference (the "**Agreement**"). The remainder of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement the terms of this Amendment will prevail. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Amendment is effective upon execution by both Parties (the "**Effective Date**").

The Agreement is amended as follows: Any applicable Flock Hardware/Software, Professional Services and/or One Time Purchases listed on the table(s) below are removed from the Agreement in its entirety.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Price	Quantity	Total
Flock Safety Platform			
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	-5	Included
Extended data retention (Up to 1 Year)	Included	-3	Included

Professional Services and One Time Purchases

Item	Price	Quantity	Total
One Time Fees			

Annual Recurring Reduction: -$2,400.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed Agreement.

The Third Party Terms set forth at http://flocksafety.com/legal are incorporated herein by reference to the extent applicable to the Flock Services described in this Order Form.

FLOCK GROUP, INC.

By: Signed by: 1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal Officer

Date: 9/11/2026

Customer: FL - St. Johns County SO

By: Shari Shuman (Sep 10, 2026 16:06:29 EDT)

Name: Shari Shuman

Title: CFO

Date: 09/10/2026

PO Number:

Matthew cline (Sep 10, 2026 16:04:24 EDT)

Howard Cole (Sep 8, 2026 11:35:29 EDT)

Yvonne Griffin

AMENDMENT

This amendment ("**Amendment**") supersedes and amends the previously executed agreement between the Parties, dated 2/26/2026, relating to the provision of services by Flock Group Inc. ("**Flock**") to FL - St. Johns County SO ("**Customer**") and any schedules or exhibits attached thereto or incorporated therein by reference (the "**Agreement**"). The remainder of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement the terms of this Amendment will prevail. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Amendment is effective upon execution by both Parties (the "**Effective Date**").

The Agreement is amended as follows: Any applicable Flock Hardware/Software, Professional Services and/or One Time Purchases listed on the table(s) below are removed from the Agreement in its entirety.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Price	Quantity	Total
Flock Safety Platform			
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	-15	Included

Professional Services and One Time Purchases

Item	Price	Quantity	Total
One Time Fees			

Annual Recurring Reduction: -$4,500.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - MASH Tested Pole Implementation Fee	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Professional Services - MASH Tested Pole Implementation Fee	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed Agreement.

The Third Party Terms set forth at http://flocksafety.com/legal are incorporated herein by reference to the extent applicable to the Flock Services described in this Order Form.

FLOCK GROUP, INC.

By: Signed by: 1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal Officer

Date: 9/11/2026

Customer: FL - St. Johns County SO

By: Shari Shuman (Sep 10, 2026 16:06:29 EDT)

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Matthew cline
Matthew cline (Sep 10, 2026 16:04:24 EDT)

Howard Cole
Howard Cole (Sep 8, 2026 11:35:29 EDT)

Yvonne Griffin

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AMENDMENT

This amendment ("**Amendment**") supersedes and amends the previously executed agreement between the Parties, dated 10/1/2025, relating to the provision of services by Flock Group Inc. ("**Flock**") to FL - St. Johns County SO ("**Customer**") and any schedules or exhibits attached thereto or incorporated therein by reference (the "**Agreement**"). The remainder of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement the terms of this Amendment will prevail. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Amendment is effective upon execution by both Parties (the "**Effective Date**").

The Agreement is amended as follows: Any applicable Flock Hardware/Software, Professional Services and/or One Time Purchases listed on the table(s) below are removed from the Agreement in its entirety.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Price	Quantity	Total
Flock Safety Platform			
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	-161	Included

Professional Services and One Time Purchases

Item	Price	Quantity	Total
One Time Fees			

Annual Recurring Reduction: -$48,300.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Advanced Search	Advanced Search is an optional upgrade for Law Enforcement Grade Falcon cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search.
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.

FlockOS Features & Description

FlockOS Features	Description

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed Agreement.

The Third Party Terms set forth at http://flocksafety.com/legal are incorporated herein by reference to the extent applicable to the Flock Services described in this Order Form.

FLOCK GROUP, INC.

By: Signed by: 1024FAF1F68A40F...

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By: Shari Shuman (Sep 10, 2026 16:06:29 EDT)

Name: Shari Shuman

Title: CFO

Date: 09/10/2026

PO Number:

Matthew cline
Matthew cline (Sep 10, 2026 16:04:24 EDT)

Howard Cole
Howard Cole (Sep 8, 2026 11:35:29 EDT)

Yvonne Griffin

Contract 20220023 - Flock Group Inc.

Final Audit Report 2026-09-10

Created:	2026-09-08 (Eastern Daylight Time)
By:	Mackenzi Griffith (mgriffith@sjso.org)
Status:	Signed

"Contract 20220023 - Flock Group Inc." History

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Signer hcole@sjso.org entered name at signing as Howard Cole
2026-09-08 - 11:35:27 AM EDT

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Signer mcline@sjso.org entered name at signing as Matthew cline
2026-09-10 - 4:04:22 PM EDT

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Agreement completed.
2026-09-10 - 4:06:29 PM EDT

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