



The University of Arizona
Purchase Order

PO Number: 670073

Contract Manager: Talaney Garth

Vendor FLOCK GROUP INC DBA FLOCK SAFETY 1170 HOWELL MILL RD NW SUITE 210 ATLANTA, GA 30318-8637			Shipping Address Laura B Menke POLICE DEPARTMENT , Route Code :TB, Room #103 1852 E 1 St TUCSON, AZ 85719 520-621-4605		
Shipping Terms PREPAID AND ADD			Payment Terms Net 30 Days		
Delivery Required By					
Order Date 08-15-2022		Customer #		Billing Address The University of Arizona ACCOUNTS PAYABLE 888 N EUCLID AVE ROOM 402 TUCSON, AZ 85721 5206219097 Invoice status inquiry: accts_pay@fso.arizona.edu; fax invoices to 520-626-1243 or email invoices to invoices@fso.arizona.edu	
Delivery Instructions		Contract ID			
Vendor Note(s) Vendor Email: aj.wilson@flocksafety.com					
Vendor Stipulations and Information *SMALL BUSINESS* *** NOTE *** THE TERMS AND CONDITIONS OF THE CONTRACT/AGREEMENT SHALL TAKE PRECEDENCE OVER THE TERMS & CONDITIONS STATED ON THIS PURCHASE ORDER. **Amendment #1, 8/23/2022***** IMPORTANT **** PLEASE NOTE***** SEE LINE ITEM 6 BELOW WHICH EXPLAINS THE REASON(S) FOR MODIFYING THIS ORDER. **Amendment #2, 2/9/2023***** IMPORTANT **** PLEASE NOTE***** SEE LINE ITEM 10 BELOW WHICH EXPLAINS THE REASON(S) FOR MODIFYING THIS ORDER.					
Item No.	Quantity	UOM	Description	Unit Cost	Extended Cost
1	45.00	EA	PROFESSIONAL SERVICES-FALCON STANDARD IMPLEMENTATION	350.0000	\$15,750.00
2	46.00	EA	YEAR 1 FALCON CAMERAS	2500.0000	\$115,000.00
3	1.00	EA	YEAR 1 FLOCK SAFETY ADVANCED SEARCH 25-49 FALCONS	3500.0000	\$3,500.00
4	46.00	EA	YEAR 2 FALCON CAMERAS	2500.0000	\$115,000.00
5	1.00	EA	YEAR 2 FLOCK SAFETY ADVANCED SEARCH 25-49 FALCONS	3500.0000	\$3,500.00
6			*Amendment #1, 8/23/2022* Update Qty on Lines 2 & 4 from Qty 45 to Qty 46	0.0000	\$0.00
7	14.00	EA	professional services standard implementation fee one time professional services engagement. includes site and safety assessment, camera setup and testing, shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	350.0000	\$4,900.00
8	14.00	EA	Falcon law enforcement grade infrastructure free solar power + LTE license plate recognition camera with vehicle fingerprinting technology (proprietary machine learning software) and real time alerts for unlimited users	2500.0000	\$35,000.00
9	1.00	EA	flock safety advanced search additional cost for advanced search: 1-24 cameras \$2500.00 annually	1500.0000	\$1,500.00



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			25-49 cameras \$ 3500.00 annually 50> cameras \$5000.00		
10			*Amendment #2, 2/9/2023* Add lines 7 - 9	0.0000	\$0.00
			Total order amount:		\$294,150.00

1 UA Purchase Order Terms and Conditions:

<http://pacs.arizona.edu/po-terms>

2 Vendor Instructions:

- a. Acceptance of this order includes acceptance of all terms and conditions available at the above link.
- b. Price increases will not be recognized without written notice and acceptance by Purchasing.
- c. Please itemize all charges on your invoice and reference the PO number.
- d. Transaction privilege tax no. [REDACTED]
- e. Out of state vendors charging Arizona sales tax must show permit number.
- f. For invoicing and payment information contact Accounts Payable at address above or at accts_pay@fso.arizona.edu. Fax invoices to 520-626-1243 or email invoices to invoices@fso.arizona.edu.

EDWARD D NASSER
CHIEF PROCUREMENT OFFICER

Talaney Garth 5206212888

UAPD ORDER REQUEST

PLEASE DO NOT FORGET TO OBTAIN A COMMANDER SIGNATURE!

PURCHASE ORDER P-CARD

DATE: 2.8.2023 REQUESTER: Brei

DOCUMENT # 23573648

PURCHASE REQ. NO. _____ AUTHORIZED SIGNATURE: Jmencke

PURCHASE ORDER NO. 670073 ACCOUNT NO: [REDACTED] SUB ACCT Adm OBJ CODE: 5760

ORDER INFORMATION

VENDOR NAME: Flock Group Inc PHONE: (____) _____
 ADDRESS: 1170 Howell Mill Rd. NW Suite 210 FAX: (____) _____
 CITY: Atlanta STATE: GA ZIP CODE: 30318-8637
 CONTACT: AJ. Wilson

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	<u>Amend original purchase order to add</u>		
<u>14</u>	<u>professional Services engagement. Includes site safety assessment, camera set up & testing, shipping & handling (One-time cost)</u>	<u>350</u>	<u>4905</u>
<u>14</u>	<u>Falcon: Law enforcement grade infrastructure-free (solar powered + LTE) license plate recognition camera with vehicle fingerprint technology (proprietary machine learning software) and real time alerts for unlimited weeks</u>	<u>2500-</u>	<u>35080</u>
<u>59</u>	<u>Flock Safety Advanced Search</u>	<u>1500</u>	<u>1500</u>

Advanced Search is an optimal upgrade for law enforcement grade Falcon cameras. Advanced search includes Convoy Analysis multi Geo Search and Visual Search

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Professional Services and One-Time Purchases

Services and One Time Fees	Service Description	Sales Price	Quantity	Total Price
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.	\$350.00	14.00	\$4,900.00

Hardware and Software Products

Annual recurring amounts over subscription term

Products	Product Description	Product Sales Price	Product Quantity	Annual Product Price
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.	\$2,500.00	14	\$35,000.00
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.	\$1,500.00	59	\$1,500.00

Subtotal Year 1:	\$41,400.00
Annual Recurring Subtotal:	\$36,500.00
Subscription Term:	24 Months
Estimated Tax:	\$6,351.00
Contract Total:	\$77,900.00

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Budgetary Quote

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

Created Date: 02/08/2023
Expiration Date: 03/04/2023

Quote Number: Q-14508

Prepared By: AJ Wilson
Phone: 4087184372
Email: aj.wilson@flocksafety.com

Address Information

Bill To:

1852 E 1st St
Tucson, Arizona 85721

Ship To:

1852 E 1st St
Tucson, Arizona 85721

Billing Company Name: AZ - University of Arizona Campus PD
Billing Contact Name:
Billing Email Address:
Billing Phone:
Billing Fax:

Terms and Conditions

Contract Start Date: 03/31/2023
Subscription Term: 24 Months

Billing Frequency: 50% of Annual Contract + 100% of Implementation Invoiced at Signing. 25% of Annual Contract Invoiced at First Camera Validation. 25% of Annual Contract Invoiced at Last Camera Validation. Annual payments invoiced for remainder of subscription term.

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Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.



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Contract Manager: Talaney Garth

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Shipping Terms PREPAID AND ADD		Payment Terms Net 30 Days			
Delivery Required By					
Order Date 08-15-2022		Customer #		Billing Address The University of Arizona ACCOUNTS PAYABLE 888 N EUCLID AVE ROOM 402 TUCSON, AZ 85721 5206219097 Invoice status inquiry: accts_pay@fso.arizona.edu; fax invoices to 520-626-1243 or email invoices to invoices@fso.arizona.edu	
Delivery Instructions		Contract ID			
Vendor Note(s) Vendor Email: aj.wilson@flocksafety.com					
Vendor Stipulations and Information *SMALL BUSINESS* *** NOTE *** THE TERMS AND CONDITIONS OF THE CONTRACT/AGREEMENT SHALL TAKE PRECEDENCE OVER THE TERMS & CONDITIONS STATED ON THIS PURCHASE ORDER. **Amendment #1, 8/23/2022***** IMPORTANT **** PLEASE NOTE***** SEE LINE ITEM 6 BELOW WHICH EXPLAINS THE REASON(S) FOR MODIFYING THIS ORDER.					
Item No.	Quantity	UOM	Description	Unit Cost	Extended Cost
1	45.00	EA	PROFESSIONAL SERVICES-FALCON STANDARD IMPLEMENTATION	350.0000	\$15,750.00
2	46.00	EA	YEAR 1 FALCON CAMERAS	2500.0000	\$115,000.00
3	1.00	EA	YEAR 1 FLOCK SAFETY ADVANCED SEARCH 25-49 FALCONS	3500.0000	\$3,500.00
4	46.00	EA	YEAR 2 FALCON CAMERAS 4500 2500 = 112,500	2500.0000	\$115,000.00
5	1.00	EA	YEAR 2 FLOCK SAFETY ADVANCED SEARCH 25-49 FALCONS	3500.0000	\$3,500.00
6			*Amendment #1, 8/23/2022* Update Qty on Lines 2 & 4 from Qty 45 to Qty 46	0.0000	\$0.00
Total order amount:					\$252,750.00

90% of 45 cam.
50%

1 UA Purchase Order Terms and Conditions:

<http://pacs.arizona.edu/po-terms>

2 Vendor Instructions:

- a. Acceptance of this order includes acceptance of all terms and conditions available at the above link.
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- c. Please itemize all charges on your invoice and reference the PO number.
- d. Transaction privilege tax no. [REDACTED]
- e. Out of state vendors charging Arizona sales tax must show permit number.
- f. For invoicing and payment information contact Accounts Payable at address above or at accts_pay@fso.arizona.edu. Fax invoices to 520-626-1243 or email invoices to invoices@fso.arizona.edu.

EDWARD D NASSER
CHIEF PROCUREMENT OFFICER

Talaney Garth
Talaney Garth 5206212888

**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: AZ - University of Arizona Campus PD	Contact Name: Jason Brei
Legal Entity Name: Arizona Board of Regents on Behalf of the University of Arizona	
Address: 1852 E 1st St Tucson, Arizona 85721	Phone: (520) 621-7539 E-Mail: brei@uapd.arizona.edu
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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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.

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$5,000.00	1.00	\$5,000.00
Standard Implementation Fee	\$0.00	1.00	\$0.00

(Includes one-time fees)

Year 1 Total: \$2,500.00

Recurring Total: \$2,500.00

Special terms:

- One time \$350 Discount Applied on Implementation Fee

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: Arizona Board of Regents on Behalf of the
University of Arizona - University of Arizona
Campus PD**

By: _____

By: Talaney Garth

Name: _____

Name: Talaney Garth

Title: _____

Title: Procurement Officer

Date: _____

Date: 08/23/2022

EXHIBIT A

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



The University of Arizona
PURCHASE ORDER

PO Number: 670073
Contract Manager: Talaney Garth



Vendor FLOCK GROUP INC DBA FLOCK SAFETY 1170 HOWELL MILL RD NW SUITE 210 ATLANTA, GA 30318-8637		Shipping Address Laura B Menke POLICE DEPARTMENT , Route Code :TB, Room #103 1852 E 1 St TUCSON, AZ 85719 520-621-4605	
Shipping Terms PREPAID AND ADD		Payment Terms Net 30 Days	
Delivery Required By			
Order Date 08-15-2022	Customer #		
Delivery Instructions	Contract ID		
Billing Address The University of Arizona ACCOUNTS PAYABLE 888 N EUCLID AVE ROOM 402 TUCSON, AZ 85721 5206219097 Invoice status inquiry: accts_pay@fso.arizona.edu; fax invoices to 520-626-1243 or email invoices to invoices@fso.arizona.edu			

Vendor Note(s)
Vendor Email: aj.wilson@flocksafety.com

Vendor Stipulations and Information
SMALL BUSINESS
*** NOTE *** THE TERMS AND CONDITIONS OF THE CONTRACT/AGREEMENT SHALL TAKE PRECEDENCE OVER THE TERMS & CONDITIONS STATED ON THIS PURCHASE ORDER.

Item No.	Quantity	UOM	Description	Unit Cost	Extended Cost
1	45.00	EA	PROFESSIONAL SERVICES-FALCON STANDARD IMPLEMENTATION	350.0000	\$15,750.00
2	45.00	EA	YEAR 1 FALCON CAMERAS	2500.0000	\$112,500.00 115,000
3	1.00	EA	YEAR 1 FLOCK SAFETY ADVANCED SEARCH 25-49 FALCONS	3500.0000	\$3,500.00
4	45.00	EA	YEAR 2 FALCON CAMERAS	2500.0000	\$112,500.00 115,000
5	1.00	EA	YEAR 2 FLOCK SAFETY ADVANCED SEARCH 25-49 FALCONS	3500.0000	\$3,500.00
Total order amount:					\$247,750.00 252,750

1 UA Purchase Order Terms and Conditions:
<http://pacs.arizona.edu/po-terms>

2 Vendor Instructions:

- a. Acceptance of this order includes acceptance of all terms and conditions available at the above link.
- b. Price increases will not be recognized without written notice and acceptance by Purchasing.
- c. Please itemize all charges on your invoice and reference the PO number.
- d. Transaction privilege tax no. 20221243.
- e. Out of state vendors charging Arizona sales tax must show permit number.
- f. For invoicing and payment information contact Accounts Payable at address above or at accts_pay@fso.arizona.edu. Fax invoices to 520-626-1243 or email invoices to invoices@fso.arizona.edu.

EDWARD D NASSER
CHIEF PROCUREMENT OFFICER

Talaney Garth 5206212888

UAPD ORDER REQUEST

PLEASE DO NOT FORGET TO OBTAIN A COMMANDER SIGNATURE!

PURCHASE ORDER P-CARD

DATE: 8.10.2022 REQUESTER: _____

DOCUMENT # 21895831

PURCHASE REQ. NO. 715329 AUTHORIZED SIGNATURE: _____

PURCHASE ORDER NO. 670073 ACCOUNT NO. [REDACTED] SUB ACCT Adm OBJ CODE: 5760

ORDER INFORMATION

VENDOR NAME: Flock Safety PHONE: (____) _____

ADDRESS: _____ FAX: (____) _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT: _____

(+1 camera install waived)

Vendor 213664-0

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
45	Professional Services - Falcon Standard (Implementation)	350	15,750-	
45	Falcon Cameras (5720)	2500	112,500-	115,000
1	Flock Safety Advanced Search 25-49 Falcons (Annual Fee)	3500-	3500-	3500
	<i>year 1 total</i>		131,750-	134,250-
	<i>60 day trial (new fee to make)</i>			
45	Falcon Cameras		112,500-	115,000
1	Flock Safety Advanced Search 25-49 Falcons (Annual Fee)		3500-	3500
	<i>yr 2 total</i>		116,000	118,500-

yr 1

yr 2

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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 Arizona Board of Regents on behalf of the University of Arizona ("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: AZ - University of Arizona Campus PD

Address: 1852 E 1st St
Tucson, Arizona 85721

Contact Name: Jason Brei

Phone: (520) 621-7539

E-Mail:
brei@uapd.arizona.edu

Billing Contact:

Expected Payment Method:

~~CAMMERT~~
Intergraph
1.31.23
MARK 43 New

Initial Term: 24.00

Renewal Term: 24 Months

30 days of Initial Term; option to cancel contract
Term invoice due after Pilot period.

Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Professional Services - Falcon, Standard Implementation	\$350.00	45.00	\$15,750.00
Falcon Camera	\$2,500.00	45.00	\$112,500.00
Flock Safety Advanced Search 25-49 Falcons	\$3,500.00	1.00	\$3,500.00

(Includes one-time fees)

Year 1 Total: \$131,750.00
Recurring Total: \$116,000.00

Flock Group Inc.

Order Form

This proposal expires in 30 days.

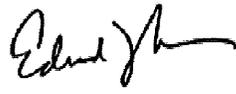
flock safety

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: Arizona Board of Regents on behalf of
the University of Arizona

By:

By: 

Name:

Name: Edward Nasser, C.P.M.

Title:

Title: Chief Procurement Officer

Date:

Date: August 10, 2022

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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 situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "Flock Service"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data ("Footage") and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("Notifications");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End 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, excluding Wing Replay which is deleted after seven (7) days. 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 ("Permitted Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

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

1.1 "Agency Data" means 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 Generated Data" means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.3. "Agency Hardware" means 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.

1.4. "Aggregated Data" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.5 "Authorized End User(s)" means 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.

1.6 "Deployment Plan" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

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1.7 "**Documentation**" means 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.

1.8 "**Embedded Software**" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.9 "**Falcon Flex**" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.10 "**Flock Hardware**" means 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.

1.11 "**Flock IP**" means 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.

1.12 "**Flock Safety Falcon™**" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.13 "**Flock Safety Raven™**" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.14 "**Flock Safety Sparrow™**" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.16 "**Footage**" means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.17 "**Hotlist(s)**" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.18 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.

1.19 "**Installation Services**" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.20 "**Non-Agency End User(s)**" means 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.

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

1.22 "**Support Services**" means Monitoring Services, as defined in Section 2.10 below.

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

1.24 "**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.

1.25 "**Wing Suite**" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.26 "**Wing Livestream**" means real-time video integration with third-party cameras via the Flock interface.

1.27 "**Wing LPR**" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.28 "**Wing Replay**" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

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1.29 "*Vehicle Fingerprint™*" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

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 Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download 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, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) 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 Flock 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 Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite 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 Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, 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. 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; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (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, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. 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. Except for Falcon Flex products, which are designed for self-installation, 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

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the restricted actions of this Section 2.5.2, 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.

2.6 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.

2.7 Suspension.

2.7.1 Service 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 Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (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 customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose ("*Service Suspension*"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("*Service Interruption*"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. 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 Interruption 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 Interruption. To the extent that the Service Interruption 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 the Service Interruption (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. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("*Designated Location*") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. 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. 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 fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the

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need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 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 Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. 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 Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock 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 Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. 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, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of 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. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock 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 Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be

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provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. 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 Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock 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.

2.9 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.

2.10 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**"). Flock will use commercially reasonable efforts to respond to requests for support. 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, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

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

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to 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 agencies, (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. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

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3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized 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. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. 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 Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. 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 Information may include processing the Proprietary Information to send Agency alerts, 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. 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 (i) 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 2.10

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above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. 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. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 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.

4.5 Aggregated Data. Flock shall have the right to collect, analyze the , and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the 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) for investigative purposes only. . Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell or otherwise reproduce Agency Data or Aggregated Data unless explicitly authorized herein.

5. PAYMENT OF FEES

5.1.1 Wing Suite Fees. For Wing Suite products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) 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.

5.1.2 Falcon Fees. For Falcon products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee 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 total 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 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing 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).

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

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Term"). The term shall commence upon execution of this Agreement. Following the initial Term, unless otherwise indicated on the Order Form, this Agreement may be renewed 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.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. 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 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the 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.

6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("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, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

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6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

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 2.10 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 Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware 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 Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware 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 Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service 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. 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 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 9.6.

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.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their 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, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

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

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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 3X (THREE TIMES) 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. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

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 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties 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 6.4 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 complementary 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.

8.4 Indemnity. Agency hereby agrees to be responsible for any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, 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 3.1 or this Agreement.

9. MISCELLANEOUS

9.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2 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.

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9.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

9.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda 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. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

9.5 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. Flock shall at all times be and act as an independent contractor.

9.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Arizona without regard to any conflicts or laws principle. Agency's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to the Agreement will be conducted in Pima County, Arizona. Each party consents to such jurisdiction, and waives any objection it may now or hereafter have to venue or to convenience of forum.

9.7 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.

9.8 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

flock safety

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 Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. 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.

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

9.10 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 Parties they are representing.

9.11 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 email; 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.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

9.12 Agency's Supplemental Terms and Conditions. The Agency's Exhibit A: University of Arizona Supplemental Terms and Conditions are hereby attached and incorporated into this Agreement as Exhibit A. =

EXHIBIT A

The following terms are added to and form a part of the attached Contract:

1. ARBITRATION

The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.

2. CONFLICT OF INTEREST This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

3. INDEMNIFICATION AND HOLD-HARMLESS CLAUSES Arizona Revised Statute § 35-154 prohibits persons from incurring obligations against the state for which funds have not been appropriated or allocated. Arizona Attorney General's Opinion 67-36-L interprets this statute to prohibit the state and its agencies from agreeing to hold harmless or indemnify third parties. The University shall be liable for claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

4. INSPECTION AND AUDIT The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

5. NON-DISCRIMINATION The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

6. STATE OBLIGATION The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

7. NO BOYCOTT OF ISRAEL If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

8. INSURANCE REQUIREMENTS. Without limiting any liability of or any other obligation of Supplier, Supplier will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Supplier, its agents, representatives, employees or subcontractors, as described at **PO Insurance Requirements**. In addition, Supplier and the University will reasonably cooperate to reach mutual agreement if the State of Arizona requires modification or variation from the Insurance Requirements.

9. SURVIVAL. All provisions of the Agreement that anticipate performance after the termination of the Agreement, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Agreement.

INFORMATION SECURITY ADDENDUM

This Information Security Addendum ("InfoSec Addendum") is agreed and accepted as of _____ ("InfoSec Addendum Effective Date") as part of the Master Services Agreement ("Agreement") entered into as of _____ ("Agreement Effective Date"), by and between Flock Group, Inc. ("Flock"), and The Arizona Board of Regents on behalf of the University of Arizona ("Customer"). The InfoSec Addendum is incorporated into the Agreement by reference. All capitalized terms used but not defined herein will have the meaning ascribed to them in the Agreement.

1. PURPOSE

1.1. Scope. This InfoSec Addendum sets forth Flock's information security program and infrastructure policies in order to protect Customer Data from unauthorized use, access, disclosure, theft, and/or manipulation for the term of the Agreement and for any period of time thereafter during which Flock Safety has possession of or access to the Customer Data.

1.2. Conflict. In the event of a conflict between this Addendum and the Agreement, the terms of this Addendum shall control only to the extent of the conflict.

2. PHYSICAL SECURITY.

2.1. Data Center. Flock will exclusively use Amazon Web Services ("AWS") for the provision of data center facilities. Flock warrants that AWS meet the physical security requirements appropriate for processing and storage of Customer Data and will regularly, but at least annually, review the AWS certification of its data center facilities.

2.2. Flock Offices. Flock offices will not store tangible Customer Data in any form. Office facilities are protected with locks and cameras.

2.3. Flock Laptops. Notwithstanding Section 2.2 above, Customer Data may be temporarily downloaded onto Flock-owned laptops for data analysis and/or troubleshooting. Laptops are security-hardened with a configuration that includes full-disk encryption, enforced password authentication, and automatic screensaver with password unlock.

3. NETWORK, STORAGE, AND HOST SECURITY.

3.1. Transmission. Flock will ensure Customer Data under Flock's control traversing any public network will be end-to-end encrypted using TLS 1.2 or better, and a cipher suite adhering to the recommendations of NIST SP800-52 of at least AES128-SHA256 or better.

3.2. Geographic Location. Flock does not store Customer Data outside of the United States.

3.3. Storage and Encryption. Flock will store all Customer Data transmitted to Flock in AWS S3 containers set with encryption-at-rest to AES256 or better; or in Flock databases encrypted to AES256 or better; or to online backups ("snapshots") stored in AWS S3 containers set with encryption-at-rest to

AES256 or better. Decryption and management of encryption keys are controlled by Flock. Only NIST-approved ciphers and modes will be used for encryption.

3.4. Storage Media. Flock will not store Customer Data on removable media (e.g. tapes, removable disks, flash drives, etc.) in the normal course of business. Any transfer of Customer Data via removable media is prohibited without Customer's written approval.

3.5. Intrusion Detection / Prevention. Flock will implement appropriate tools, equipment and mechanisms in the environment of, and within, the application designed to prevent unauthorized access to Customer Data. Such tools may include deployment of firewalls, intrusion detection systems, malware detection, and malware interception software. Flock will monitor all such tools, and assess and take steps to address any incidents of which it becomes aware without undue delay.

4. LOGGING AND MONITORING.

4.1. Availability and Performance. Flock will continuously monitor infrastructure, network, storage, and system performance.

4.2. Security Alerts. Flock maintains intrusion detection systems that log events to Flock's security team in real-time. Additional security logs are generated for periodic review by the security team including failed and successful login attempts.

5. THIRD PARTY SECURITY.

5.1. Vendor Due Diligence. Flock conducts appropriate due diligence prior to engaging any third party, vendor, subcontractor, or subprocessor used to provide any services to the Customer.

5.2. Vendor Management. Flock will evaluate all vendors to ensure their security controls are of a level consistent with or better than Flock's own, prior to any vendor being given access to any Flock system or Customer Data. Flock uses a formal vendor risk management system based on recommendations in NIST SP 800-39.

5.3. Vendor Certification and Warranty. Flock will evaluate and store vendor credentials, vendor engagement agreements, and any other artifacts as appropriate for the task engaged (such as PCI-DSS attestations for payment processors; ISO27001 for Infrastructure Providers; SOC-2 where applicable for SaaS) for at least one year past the lifetime of the vendor engagement with Flock. Flock will review such artifacts and credentials annually.

6. CUSTOMER ACCESS CONTROLS.

6.1. Customer Authentication (SAML Login). Customers with Single Sign-On via the "Security Assertion Markup Language" standard ("SAML Login") will configure any access restrictions via the Customer's IdP. All access controls (such as password complexity, multi-factor authentication, session length validity) are the responsibility of the Customer.

6.2. Customer Authentication (OAuth2 Login). Customers with Single Sign-On via the "Open Authentication 2.0" standard ("OAuth2 Login") will either (a) allow users to configure any access

restrictions via their OAuth2 provider, or (b) may restrict the OAuth2 domain to an OAuth2 provider under their control (such as the enterprise Google Workspace). All access controls (such as password complexity or multi-factor authentication) are the responsibility of the OAuth2 account holder. Where Customer controls the OAuth2 provider (such as for Google Workspace), all access controls are the responsibility of the Customer.

6.3. Customer Authentication (username/password). Customers may allow username/password as a mechanism to authenticate users. Customer passwords are stored within Auth0 using industry standard techniques. Flock will ensure no user password is ever stored in the clear in any Flock-controlled cache, file, database, or access log.

7. CUSTOMER DATA.

7.1. Flock Service. The Customer will control access to data obtained by Flock's service, via Flock's user interface. The Customer may invite, allow access to, remove access from the service at any time. Upon written request, Flock's Customer team can update user permissions for the Customer. In the case of specific deletion, Flock will use commercially reasonable efforts to remove all Customer Data from shared access, and from Flock's systems following the completion of backup cycles, as Customer Data may be temporarily retained in Flock backups after deletion.

7.2. Personal Information. Flock acknowledges that in connection with providing the Services, it collects and processes user personal information and/or personal data ("Personal Information") in accordance with its Privacy Policy available at flocksafety.com/privacy-policy. Subject to the terms and conditions of the Agreement, Flock shall be considered a "Service Provider" of Personal Information for purposes of the California Consumer Privacy Act of 2018 and the General Data Protection Regulation 2016/679, respectively. Flock shall be solely responsible for its compliance with privacy and data protection laws, including, but not limited to: (i) ensuring Personal Information is lawfully processed; (ii) the fulfillment of any individual rights requests; and (iii) responding to and remediating any data breaches.

7.3. Access Control. Flock's access controls will include commercially reasonable procedures to check and enforce access restrictions for network requests.

7.4. Customer Data Segmentation. Data that is captured as part of the Flock service is stored as an individual file, in an encrypted AWS S3 container, with the URL controlled by the Flock Safety servers.

7.5. Custom Data Retention. Data that is captured on private cameras as part of the Flock service is stored for 30 days, and then permanently deleted. Notwithstanding, data that is captured on cameras purchased directly by a law enforcement agency or a governing body of a municipality are stored subject to retention laws and regulations that have been put in place by a democratically elected official or body that governs a municipality, but no longer than one (1) year.

7.6. Customer Data Confidentiality. Flock will not share Customer Data with any third party except as necessary to perform its obligations under the Agreement or as otherwise permitted by the Agreement.

8. INCIDENT MANAGEMENT.

8.1. Assessment and Notification. Flock will promptly investigate all reported or detected security issues and assess the impact to the Customer. If the Customer is affected, Flock will ensure the Customer is notified within the timeframe required by applicable laws to the email address provided by the Customer for reporting security incidents.

8.2. Remediation. For any incident that affects the Customer, Flock will inform the Customer of the progress of any remediation periodically throughout remediation activity. Based on Flock's assessment, customers may be involved in the remediation. Flock will provide the Customer with a detailed report of the incident as soon as reasonably possible (the "Report") which shall be Flock's Confidential Information. Flock will retain all data related to the incident for at least one year past the termination of this Agreement.

9. FLOCK SAFETY ACCESS CONTROLS.

9.1. Flock Workforce Authentication. Flock staff will use individual credentials to access the Flock system. All access permissions are role-based grants, on the principle of least privilege. Multifactor authentication is mandatory for system access. Additional multifactor authentication is required for access to core systems such as for infrastructure management or financial system access.

9.2. Flock Endpoint Devices. Flock's end-point devices will be configured to increase protection of any Customer Data that may be accessed, including full-disk encryption, mandatory login passwords, and password-secured screensavers.

10. SOFTWARE DEVELOPMENT.

10.1. Code Development. Flock uses a Secure Software Development Life Cycle (SSDLC) framework for all code development. All branch, feature, and release must be reviewed by more than one team member. Pull requests must be approved by an authorized team member. Automated code analysis and integration testing is applied before any code merge, and again before release to production.

10.2. Change Management. Flock requires all code to pass all automated tests prior to being considered for release. A release must be approved by an authorized team member designated for that code area. Emergency fixes may be expedited but will still require approval from an authorized member of the responsible team. Incident management change control will be overseen by Flock's CTO.

10.3. Software Frameworks. Flock uses industry-standard software frameworks and libraries. All frameworks are regularly reviewed for security issues and amendments made as appropriate to any deployed or in-development code.

10.4. Threat and Vulnerability Management. Flock uses internal vulnerability scanning tools including AWS Inspector to identify known vulnerabilities. Flock will undergo a penetration test carried out by an independent third party on at least an annual basis.

11. HUMAN RESOURCES SECURITY.

11.1. Background Verification. Flock conducts background verification of its employees and contractors in accordance with relevant laws and regulations. Background verification checks are commensurate with an individual's job duties and include at a minimum of identity verification and criminal history checks.

11.2. Training. All Flock employees receive regular training on security and privacy requirements to comply with Flock's information security policies and procedures. Training is provided during employee onboarding and at least annually thereafter. Additional training is provided to address new threats as they emerge.

12. BUSINESS CONTINUITY.

12.1. Backup. Flock will maintain multiple snapshots of operational databases to be able to recover data. Backup restoration is restricted to senior Flock operations staff, authenticated by multifactor authentication. Snapshots will be encrypted to AES256 or better.

12.2. Resiliency by Design. Flock will design backend servers to be naturally resilient. Single server failures will trigger automatic recovery/failover to another server for that function.

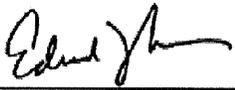
13. REGULATORY COMPLIANCE AND AUDIT.

13.1. AUDIT. Flock will only seek accreditation or attestation from reputable auditors. Flock will retain all third-party audit results for at least two (2) years. Customers may request to examine evidence and the result of audits when they are available. Customers do not have the right to independently audit Flock directly as part of this Agreement.

In Witness Whereof, the parties have caused this Agreement to be signed as of the Effective Date by their duly authorized representatives.

ARIZONA BOARD OF REGENTS ON BEHALF OF
THE UNIVERSITY OF ARIZONA

FLOCK GROUP, INC.

Signature: 

Signature: _____

Name: Edward Nasser, C.P.M.

Name: _____

Title: Chief Procurement Officer

Title: _____

Date: August 10, 2022

Date: _____

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: AZ - University of Arizona Campus PD Legal Entity Name:	Contact Name: Jason Brei
Address: 1852 E 1st St Tucson, Arizona 85721	Phone: (520) 621-7539 E-Mail: brei@uapd.arizona.edu
Expected Payment Method:	Billing Contact: (if different than above)
Initial Term: 24 months Renewal Term: 24 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.

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$5,000.00	1.00	\$5,000.00
Standard Implementation Fee	\$0.00	1.00	\$0.00

(Includes one-time fees)

Year 1 Total: \$2,500.00

Recurring Total: \$2,500.00

Special terms:

- One time \$350 Discount Applied on Implementation Fee

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: AZ - University of Arizona Campus PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

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

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INVOICE

Flock Group, Inc.
www.flocksafety.com

Invoice Number: INV-3437
 Date Issued: 11/1/2022
 Due Date: 12/1/2022
 Payment Terms: Net 30
 PO#:

Bill To:
 AZ - University of Arizona Campus PD
 1852 E 1st St
 Tucson, Arizona, 85721



COMPLETED

Notes:

ITEMS	BEGIN DATE	END DATE	QTY	UNIT PRICE	SALES TAX	TOTAL
Falcon 50% of 45 @ line item # 2	11/1/2022	8/15/2024	45	56,250.00 ✓	\$4,893.75	\$61,143.75
Professional Services - Standard Implementation Fee line item # 1	8/16/2022	8/15/2024	45	350.00	\$0.00	\$15,750.00 ✓
Flock Safety Advanced Search 50% line item # 3	11/1/2022	8/15/2024	1	1,750.00	\$152.25	\$1,902.25

This invoice does not necessarily reflect your contract dates.
 Your contract begins once your installation has been completed.

Subtotal: \$73,750.00
 Credit: \$0.00
 Sales Tax: \$6,046.00
 Total: \$78,796.00

Payment Remittance Information

Pay by Check:

Click Online payment link below
 to pay by credit card or ACH/Wire Transfer

Payable to: Flock Safety
 Memo: INV-3437
 Mail to: PO Box 207576

Questions about your service or installation? Contact support@flocksafety.com

Questions about your invoice? Contact billing@flocksafety.com

Online payment link:



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: AZ - University of Arizona Campus PD Legal Entity Name: Arizona Board of Regents on behalf of The University of Arizona	Contact Name: Jason Brei
Address: 1852 E 1st St Tucson, Arizona 85721	Phone: (520) 621-7539 E-Mail: brei@uapd.arizona.edu
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Payment due Net 30 per terms and conditions Billing Frequency: 1 year invoices broken into 3 payments. 1st invoice: All professional services/implementation costs and 50% of Annual Recurring Subtotal. 2nd Invoice: 25% of Annual Recurring Subtotal. 3rd Invoice: 25% of Annual Recurring Subtotal. Annual payment at annual subscription term date invoiced for the remainder of subscription term after initial 12 months.
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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	\$350.00	14.00	\$4,900.00

Hardware and Software Products

Annual recurring amounts over subscription term

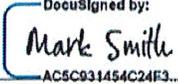
Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	14.00	\$35,000.00
Flock Safety Advanced Search	\$1,500.00	1.00	\$1,500.00

Subtotal Year 1:	\$41,400.00
Subscription Term:	24 Months
Annual Recurring Total:	\$36,500.00
Estimated Sales Tax:	\$6,351.00
Total Contract Amount:	\$77,900.00

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: Arizona Board of Regents on behalf of The University of Arizona - AZ - University of Arizona Campus PD

By:  _____
Name: Mark Smith _____
Title: General Counsel _____
Date: 2/9/2023 _____

By: Talaney Garth _____
Name: Talaney Garth _____
Title: Procurement Officer _____
Date: 02/09/2023 _____



EXHIBIT A

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



The University of Arizona
PURCHASE ORDER

PO Number: **784771**

Contract Manager: Edward D. Nasser, CPM

Vendor FLOCK GROUP INC DBA FLOCK SAFETY 1170 HOWELL MILL RD NW SUITE 210 ATLANTA, GA 30318-8637		Shipping Address Laura B Menke POLICE DEPARTMENT ,Route Code :TB,Room #103 1852 E 1 St TUCSON, AZ 85719 520-621-4605					
Shipping Terms		Payment Terms					
Delivery Required By							
Order Date 02-25-2025	Customer #	Billing Address The University of Arizona ACCOUNTS PAYABLE 888 N EUCLID AVE ROOM 402 TUCSON, AZ 85721 5206219097 Invoice status inquiry: Email invoices to FNSV-Accounts-Payable- invoices@arizona.edu Invoice inquiries email FNSV-Accounts- Payable@arizona.edu					
Delivery Instructions	Contract ID						
Vendor Note(s) ashlee.adeli@flocksafety.com Reference City of Tempe Contract #21-119							
Vendor Stipulations and Information ** SMALL BUSINESS **							
Item No.	Quantity	UOM	Description	Unit Cost	Extended Cost	Tax Amount	Total Amount
1	5.00	YR	PROFESSIONAL SERVICES-FALCON STANDARD Quote Q-81510	160000.0000	\$800,000.00	\$69,600.00	\$869,600.00
					Total Prior to Tax:		\$800,000.00
					Total Tax:		\$69,600.00
					Total order amount:		\$869,600.00

1 UA Purchase Order Terms and Conditions:

<https://vendors.arizona.edu/po-terms>

2 Vendor Instructions:

- a. Acceptance of this order includes acceptance of all terms and conditions available at the above link.
- b. Price increases will not be recognized without written notice and acceptance by Purchasing.
- c. Please itemize all charges on your invoice and reference the PO number.
- d. Transaction privilege tax no. [REDACTED]
- e. Out of state vendors charging Arizona sales tax must show permit number.
- f. For invoicing and payment information contact Accounts Payable at address above or at FNSV-Accounts-Payable@arizona.edu.

Email invoices to FNSV-Accounts-Payable-invoices@arizona.edu.

EDWARD D NASSER
CHIEF PROCUREMENT OFFICER

Edward D. Nasser, CPM 520-621-5449

**Flock Safety + AZ - University of
Arizona Campus PD**

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

MAIN CONTACT:
Olivia Cercone
olivia.cercone@flocksafety.com
8315216525

Created Date: 02/20/2025
Expiration Date: 10/19/2024
Quote Number: Q-81510
PO Number:

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flock safety

Budgetary Quote

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

Bill To: 1852 E 1st St Tucson, Arizona 85721

Ship To: 1852 E 1st St Tucson, Arizona 85721

Billing Company Name: AZ - University of Arizona Campus PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

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

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$160,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	62	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	79	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$160,000.00
Annual Recurring Subtotal:	\$160,000.00
Discounts:	\$155,000.00
Estimated Tax:	\$69,600.00
Contract Total:	\$800,000.00

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.

Discounts Applied	Amount (USD)
Flock Safety Platform	\$155,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

FlockOS Features	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 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 LPR, aka 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.

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