

Master Services Agreement

This Master Services Agreement (this "*Agreement*") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("*Flock*") and the entity identified in the signature block ("*Customer*") (each a "*Party*," and together, the "*Parties*") on this the 16 day of May 2023. This Agreement is effective on the date of mutual execution ("*Effective Date*"). Parties will sign an Order Form ("**Order Form**") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A** and incorporated herein by reference. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("*Notifications*");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services 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 and evidence gathering for law enforcement purposes, ("*Permitted Purpose*").

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, 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 "**Anonymized Data**" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "**Authorized End User(s)**" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "**Customer Data**" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4 "**Customer Hardware**" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "**Embedded Software**" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "**Flock Hardware**" means the Flock device(s), which may include the 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 as specifically set forth in the applicable product addenda.

1.7 "**Flock IP**" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "*Flock Network End User(s)*" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "*Flock Services*" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

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

1.11 "*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.

1.12 "*Installation Services*" means the services provided by Flock for installation of Flock Services.

1.13 "*Retention Period*" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "*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.

1.15 "*Web Interface*" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

1.16 "*Statement of Work*" means the equipment, work, and services to be provided by Flock to Customer as set forth on **Exhibit F**, which is incorporated herein by reference.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form

("Retention Period"). Authorized End Users will be required to sign up for an account and select a password and username ("User ID"). In accordance with Oklahoma law, Customer shall be responsible for all acts and omissions of its Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of Authorized End User which would constitute a breach of this Agreement if undertaken by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement 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 Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies; the competitive strength of, or market for, Flock's products or services; 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 diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer 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**"). To the extent authorized by Oklahoma law, Flock will make commercially

reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services 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 Customer 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 Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer'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) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by the Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate 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.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written

permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "*Customer Obligations*").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock 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 data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell or publish Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, 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 Customer ("*Customer Generated Data*"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free,

license to use the Customer Generated Data for the purpose of providing Flock Services to Customer. Flock does not own and shall not sell or publish Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services to the Customer and for other development, diagnostic and corrective purposes, and other Flock offerings for the Customer. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, 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 Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock 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 less than commercially reasonable precautions, 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. 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. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (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 the Flock Services or Flock IP; (vi) use the Flock Services 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, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, 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 comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer

believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date on the Order Form, interest at a rate of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required. A copy of the Oklahoma City Tax Exemption Letter from the Oklahoma Tax Commission is attached as **Exhibit E** and incorporated herein by reference.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of one year from July 1, 2023 to June 30, 2024 (the "**Term**"). This Agreement is subject to renewal annually, upon mutual agreement of the Parties, four times for up to four additional one year terms (each, a "**Renewal Term**"), for a total of up to five years, unless terminated by either Party by giving the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Provided,

however, as the Customer is an Oklahoma governmental entity, renewals are subject to fiscal year encumbrances.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. 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 ("Cure Period"). Either Party may terminate this Agreement (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. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 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. 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.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. 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 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in **Exhibit B which is incorporated herein by reference.**

8.6 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, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS 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 LOSS OF REVENUE, BUSINESS OR

BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER 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 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF OKLAHOMA LAW, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer 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 Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("*Deployment Plan*"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the **reinstall fee schedule** located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as **Exhibit C ("*Customer Obligations*")**, which is incorporated herein by reference. Customer 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 maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall 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).

11.2 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.

11.3 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 purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, 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 Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. 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. Customer agrees that Customer's purchase is neither contingent upon

the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

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

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer 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.

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

11.12 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.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Public Disrepute. In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 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

Customer NOTICES ADDRESS:

Oklahoma City Police Department
700 Colcord Drive, Third Floor
Oklahoma City, Oklahoma 73102
ATTN: Finance Division
EMAIL: police.finance@okc.gov

This Agreement was executed by Flock Group, Inc. this 5TH day of JUNE, 2023.

PLEASE SEE ATTACHMENT FOR NOTARIZATION & SEAL

By [Signature]
As GENERAL COUNSEL & SECRETARY
of Flock Group, Inc.

Signed and sworn to, before me this _____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____ My Commission No. _____

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City of Oklahoma City this 20TH day of JUNE, 20 23.

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

Reviewed for form and legality.

[Signature]
Assistant Municipal Counselor

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF SAN MATEO }

Subscribed and sworn to (or affirmed) before me on this 05th day of June, 2023

by Mark Antonio Smith

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature 



_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: Master Services Agreement

Number of Pages: 17

Document Date: _____

Other: _____

Other: _____

LETTER OF AUTHORIZATION

This letter authorizes Mark Smith to sign all forms related to the City of Oklahoma City's:

MASTER SERVICES AGREEMENT Automatic License Plate Reader Software and Hardware System

on behalf of Flock Group, Inc d/b/a Flock Safety
(Manufacturer or Proposer Entity)

Sincerely,
DocuSigned by:

Garrett Langley
7BAB51933ED3438...
(Signature)

Garrett Langley
(Print Name)

6/5/2023
(Date)

Title:

(must be checked)

- | | |
|---|--|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input checked="" type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | |

NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer’s non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT AWARD

DocuSigned by:
Mark Smith
AC5C931454C24F3...
Sign Here X
Signature of Individual
General Counsel
Title

Mark Smith
Printed Name of Individual

Flock Group Inc 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318
Company Name and Address Zip Code

Telephone Number and Fax Number if any

NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

MARK SMITH Type Name of Authorized Agent/Representative GENERAL COUNSEL Title

Signature

FLOCK GROUP INC Company Name

1170 HOWELL MILL RD NW, SUITE 210, ATLANTA, GA 30318 Address Zip Code

Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

State of * CALIFORNIA

County of * SAN MATEO

SS.

[*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this 11 day of MAY 2023 by MARK ANTONIO SMITH [Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: [Oklahoma]

JOSEPHINE SUEN Type Name of Notary Public

My Commission Expires: 06/18/2025 [Date/Year]

Signature of Notary Public

[49 Okla. Stat. 2011 §119]



LETTER OF AUTHORIZATION

This letter authorizes Mark Smith to sign all forms related to the City of Oklahoma City's request for proposal:

REQUEST FOR PROPOSAL (RFP OCITY 24704) Automatic License Plate Reader Software and Hardware System

on behalf of Flock Group, Inc d/b/a Flock Safety
(Manufacturer or Proposer Entity)

Sincerely,
DocuSigned by:

Garrett Langley
7B851933ED3438...
(Signature)

Garrett Langley
(Print Name)

5/23/2023
(Date)

Title: CEO

(must be checked)

- | | |
|---|--|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input checked="" type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | |

EXHIBIT A



ORDER FORM

Customer:	OK - Oklahoma City PD	Initial Term:	12 Months
Legal Entity	OK - Oklahoma City PD	Renewal	12 Months
Name:		Term:	
Address:	700 Colcord Dr Oklahoma City, Oklahoma 73102	Payment	Net 30
		Terms:	
		Billing	Annual Plan - First Year Invoiced at
		Frequency:	Signing.
		Retention	30 Days
		Period:	

Payment date is thirty (30) calendar days from the issuance of the Order Form.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			
Flock Safety Flock OS			
FlockOS™	Included		Included
Flock Safety LPR Products			
Flock Safety Falcon®	\$3,000.00	65	\$195,000.00
Flock Safety Falcon®	\$2,500.00	25	\$62,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	65	\$0.00
		Subtotal Year 1:	\$257,500.00
		Annual Recurring Subtotal:	\$270,000.00
		Estimated Tax:	\$0.00

During the term of the Agreement, Customer may issue additional purchase orders for additional equipment and services at the rates established herein.

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

EXHIBIT B **INSURANCE**

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

POLICY NUMBER: H-630-6T343807-TIL-22

EFFECTIVE DATE: 08-23-22

ISSUE DATE: 08-24-22

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T0 03 04 96	LOCATION SCHEDULE

DELUXE PROPERTY

DX T0 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX 00 03 07 94	DELUXE PROP COV PART SCHED-SPECIF LIMITS
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T4 15 11 12	CRIME ADDITIONAL COVERAGE
DX T4 16 11 12	TECH INDUSTRY DD AND COL EXTENSION
DX T4 17 11 12	TECH INDUSTRY BI AND EE EXTENSIONS
DX T3 01 11 12	CAUSES OF LOSS-EARTHQUAKE
DX T3 02 11 12	CAUSES OF LOSS - BROAD FORM FLOOD
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX 01 94 01 20	GA CHANGES

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG D4 37 09 21	AOCB-LIMTD PERS AND ADV INJ LIAB-TECH
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCL
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D4 17 02 19	XTEND END FOR TECHNOLOGY
CG D4 21 07 08	AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D1 42 02 19	EXCLUSION-DISCRIMINATION

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

EXHIBIT C
Exhibit C (“*Customer Obligations*”)

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CUSTOMER IMPLEMENTATION GUIDE

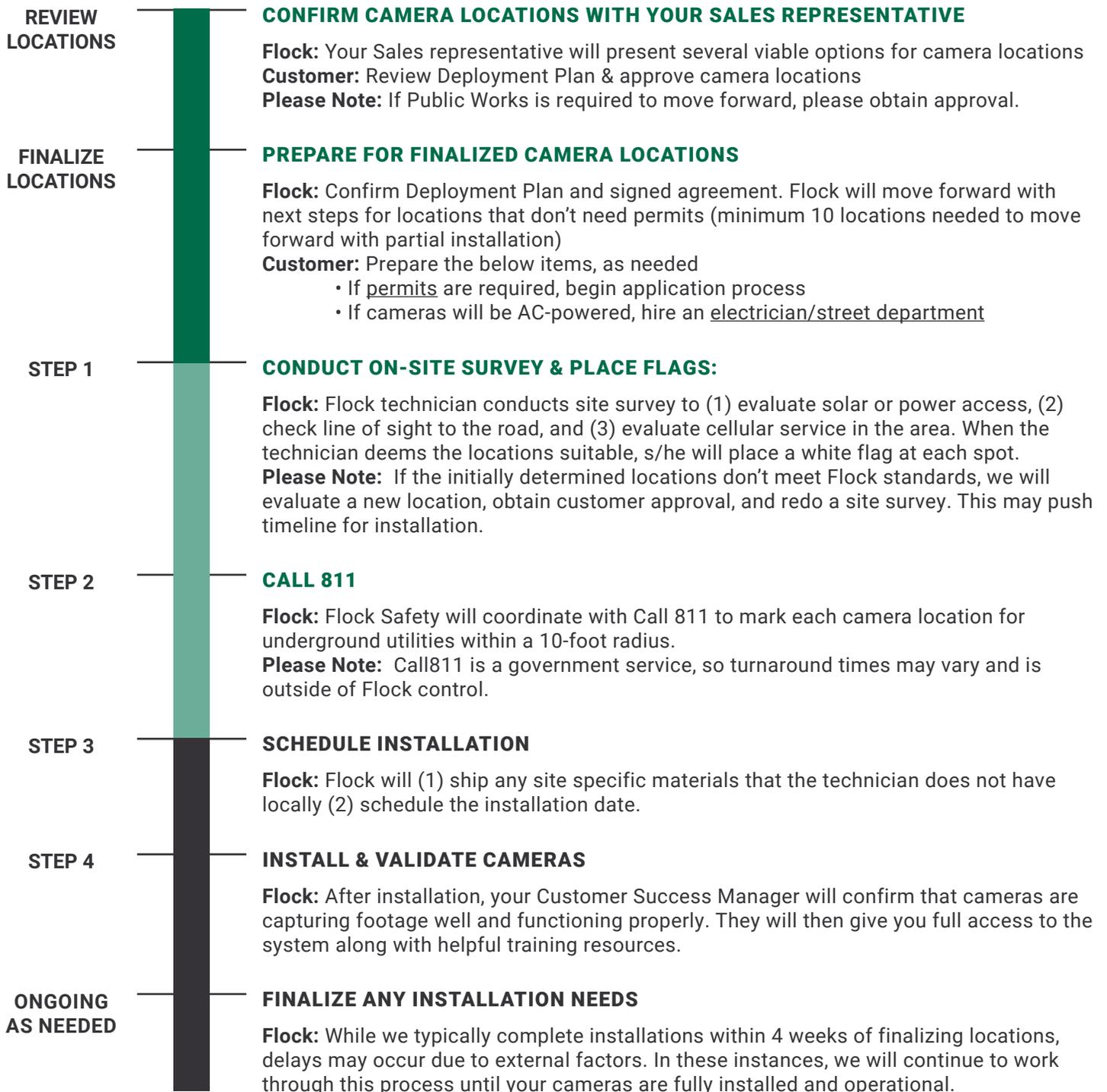
LAW ENFORCEMENT

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- 4. Implementation Team**
- 6. Things to Consider when Picking Locations**
- 7. Customer Responsibilities: AC-Powered Cams**
- 8. Electrician Handout**
 - Electrician Installation Steps
 - FAQs about AC-Powered Flock Cameras
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- 12. Permitting: Pre-Install Questionnaire**
 - Timeline
 - Right of Way
 - AC Power vs. Solar
 - Traffic Control & Installation Methods
 - Paperwork & Required Forms
 - Contacts
- 14. *Fee Schedule**
- 15. Help Center**
- 15. Customer Support**

IMPLEMENTATION TIMELINE

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



IMPLEMENTATION TEAM

FLOCK TEAM	HOW WILL THEY SUPPORT YOU
 <p data-bbox="289 835 557 909">Customer Success Manager</p>	<p data-bbox="711 506 1333 569">Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p data-bbox="711 600 1349 758">They will be your guide through the installation process. After install, they will help you understand how best to leverage the Flock Safety tool to solve crime. You should reach out to them when you want to discuss:</p> <ul data-bbox="808 762 1325 951" style="list-style-type: none"> • Training • Benefits of features • Best practices for getting relevant data • Opportunities to expand the security network in your area • Feedback on your partnership with Flock
 <p data-bbox="272 1318 573 1350">Flock Safety Support</p>	<p data-bbox="711 1010 1365 1129">The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you:</p> <ul data-bbox="808 1134 1227 1350" style="list-style-type: none"> • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick “How to” questions in your Flock Account
 <p data-bbox="248 1734 597 1808">Product Implementation Specialist</p>	<p data-bbox="711 1419 1295 1482">Your Product Implementation Specialist is your technical product expert.</p> <p data-bbox="711 1486 1308 1608">They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work with you to:</p> <ul data-bbox="808 1612 1373 1860" style="list-style-type: none"> • Review the cameras in your deployment • Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product • If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).

IMPLEMENTATION TEAM



Field Operations Team

The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of your product.

They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that your cameras are installed quickly and safely, and in a way that maximizes the opportunity to solve crime at a specific location.

Note: For **all Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not to the technician.

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

OUTSIDE PARTY	WHEN THEY MAY BE INVOLVED
Electrician/Street Department	If your Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on use of public Right of Ways or property
Department of Transportation (DOT), City, or County Agencies	If installation in your area requires permitting

THINGS TO CONSIDER WHEN PICKING LOCATIONS

Falcon Cameras

• Use Cases

- Flock LPRs are designed to capture images of rear license plates, aimed in the direction of traffic.
- Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections

• Placement

- They capture vehicles driving away from an intersection.
- They cannot point into the middle of an intersection.
- They should be placed after the intersection, to prevent stop and go motion activation, or “stop and go” traffic.

• Mounting

- They can be mounted on existing utility, light, or traffic signal poles, or 12 foot Flock poles. ****NOTE**** Permitting (or permission from pole owner) may be required in order to use existing infrastructure or install in specific areas, depending on local regulations & policies.
- They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent sufficient solar power if 2 cameras and 2 solar panels were on a single pole (by blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. The agency or community must work with an electrician to wire the cameras once installed. Electrician services should be completed within 2 days of installation to prevent the camera from dying.
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images
- Any Flock equipment mounted over 14 feet or on a horizontal beam will require a bucket truck. If mounting in this way:
 - Flock will request use of a bucket truck through the customer or Public Works
 - If a bucket truck is not available through the customer, Flock will have to procure one.

****Note**** This will lead to delays on install & any subsequent maintenance visits based on bucket truck availability

- Flock will likely require traffic control assistance provided by customer to install or provide maintenance with a bucket truck

Solar Panels

- Solar panels need unobstructed southern-facing views



CUSTOMER RESPONSIBILITIES: AC-POWERED CAMS

In the event your Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. *See steps 2 and 6 below.*

flock safety™
Let's defeat crime together.™



Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process

How to Get Started with a Powered Install

- 1. Create a Deployment Plan**
Work with Flock to select the best location(s) for your cameras and power sources.
- 2. Acquire an Electrical Quote**
Contact an electrician to receive a quote to run 120volt AC power to the camera.
- 3. Sign Flock Safety Agreement**
Sign the Flock Safety purchase order to begin the installation of the cameras.
- 4. Conduct Site Survey**
Flock will mark camera locations, locate underground utilities and mark if present.
- 5. Install Camera**
Flock will install the camera and AC power kit at the specified camera location.
- 6. Connect Camera to Power**
Notify the electrician that the camera is ready for the power connection installation.

flock safety™ | www.flocksafety.com | 866-901-1781

Visit flocksafety.com/power-install for the full plan, FAQs & to get started!

ELECTRICIAN HANDOUT

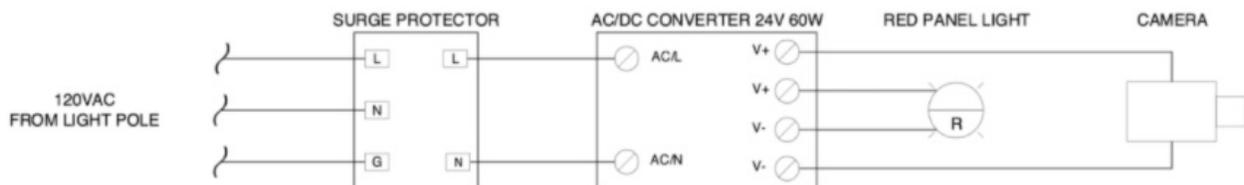
Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit
2. Open the box using hinges
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on site, call Flock who will remotely verify that power is working correctly:

Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQS ABOUT AC-POWERED FLOCK CAMERAS

What voltage is supported?

The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. Average power draw is roughly 30W in high traffic conditions, but may be lower when less vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to the camera and power equipment installed by Flock. However, any problems with the electrical supply are the responsibility of the customer. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

In the event the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verify the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is not possible. The primary driver of cost is the distance from AC power source to the intended camera location.



What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of existing power infrastructure before creating the deployment plan.

Can you plug into my existing power outlet?

The Flock AC power adapter does not use a standard outlet plug, but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged presenting a tampering risk to this critical safety infrastructure. If an outlet is close to the camera, the electrician can route power directly to the camera with a direct wire-in connection.

How long does this process typically take?

The installation process typically takes 6-8 weeks. In order to accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should be able to perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

INSTALLATION SERVICE BRIEF

Below outlines the statement of work for your Flock Camera Installation:

WHAT IS COVERED BY FLOCK	WHAT IS NOT COVERED BY FLOCK	SPECIAL NOTE
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	Electrician & ongoing electrical cost	
AC Power Kit <i>(as needed)</i>	Engineering Drawings	
Solar Panels <i>(as needed)</i>	Relocation Fees	<i>exc. changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, *MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees <i>(review Fees Sheet for more details)</i>	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results



PERMITTING: PRE-INSTALL QUESTIONNAIRE

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Is your agency able to own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any of the Flock Safety cameras be installed on city, state or power company owned poles or in city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power company, public works, etc)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
Note: If height is greater than 15 feet tall, a bucket truck is **required**.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit?

[CLICK HERE](#)

- If solar powered, consider the size of the solar panel and potential to impact visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)



4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates a full lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control required (cones, arrowboards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e. California), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete prior to proceeding (ex. business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety will need to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department



FEE SCHEDULING

*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

See the most up to date information;

[CLICK HERE](#)

*Below fee schedule is subject to change;

REINSTALL OR JOB TYPE	REINSTALL FEE
Camera or pole relocation	\$150
Camera replacement as result of vandalism, theft, or third party damage	\$500
Pole replacement as a result of vandalism, theft, or third party damage	\$150
Pole upgrade	\$300
Angle Adjustment - Customer request	\$125
Installation of additional Flock Safety sign (including cost of sign)	\$100
Convert camera to use of electrical outlet (excluding cost of electrical work)	\$150
Other site visit/technician visit that does not result in a reinstall being required	\$150

HELP CENTER

Our Help Center is filled with tons of resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate?

(National Lookup - network of law enforcement agencies that have opted to allow their Flock cameras to be used for searches)

How do I reset my / another user's password?

CUSTOMER SUPPORT

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any "How-To" questions you may have.

[Email support@flocksafety.com](mailto:support@flocksafety.com)



EXHIBIT D

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	\$257,500.00
At Contract Signing	\$257,500.00
Annual Recurring after Year 1	\$270,000.00

*Tax not included

Reinstall Fee

Products and Deliverables

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

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

Exhibit E
Oklahoma City Tax Exemption Letter from the Oklahoma Tax Commission
(See attached page)

OKLAHOMA TAX COMMISSION

May 20, 1998

TAXPAYER ASSISTANCE DIVISION
Russ Nordstrom, Director
(405)522-0018

City of Oklahoma City
420 W Main St Ste 120
Oklahoma City OK 73102

TPL

TPA Ref. No. IF980774
FEI/SSN 736005359

Dear Sir/Madam:

This is in response to your request for documentation concerning the sales taxability of purchases made by the City of Oklahoma City, Oklahoma City, Oklahoma. This entity of government is exempt from payment of state/local sales taxes pursuant to Title 68 O.S. 1996 Supp., Section 1356(1) which reads as follows:

There are hereby specifically exempted from the tax levied by this article:

(1) Sale of tangible personal property or services to the United States government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state;

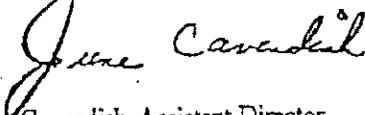
Because we do not issue "sales tax permits" to entities that are exempt by statute, you may provide vendors with a copy of this letter for documentation concerning your sales tax exemption. Travel expenses incurred on a reimbursable basis are not sales tax exempt.

The response contained in this letter applies only to the fact situation provided in your letter of May 20, 1998. Any change in the facts surrounding the transaction described, invalidates this letter. This letter may not be used by any entity other than the addressee.

If we can be of further assistance, please feel free to contact us at (405) 521-3279.

Sincerely,

OKLAHOMA TAX COMMISSION



June Cavendish, Assistant Director
Taxpayer Assistance Division

RN:LW:tlb

**Exhibit F
Statement of Work**

(See attached pages from RFP and Response)

flock safety

Project Proposal

Public Safety Operating System



LETTER OF SUBMITTAL

The City of Oklahoma City and its Trusts,

Thank you for taking the time to evaluate Flock Safety for this Request for Proposal! An introduction to your potential Flock Team is included in our response, and I would also like to introduce myself as the Major Accounts Manager and Project Lead for this RFP and thereafter should Flock Safety be awarded the bid. My contact information is included below:

Ryan Elswick
Major Accounts Manager
317.989.8985 (cell)
ryan.elswick@flocksafety.com

We appreciate your interest in Flock Safety and to ensure compliance with the RFP, below are the requirements for the cover letter:

- This proposal is in response to "AUTOMATIC LICENSE PLATE READER SOFTWARE AND HARDWARE SYSTEM Bid ID: RFP-OCITY-24704"
- Flock Safety has built the first Public Safety Operating System that helps Law Enforcement Agencies, neighborhoods, businesses, schools, etc. in 2,000+ cities across the United States work together to Eliminate Crime, protect privacy and mitigate bias.
- Flock Safety is fully committed to performing the requested work in accordance with the requirements outlined in this RFP.
- We have included several Major City and County Law Enforcement references that are all partnered and contracted with Flock Safety along with a list of LE Agencies within Oklahoma that currently utilize and are contracted with Flock Safety.
- Ownership: Private, C-Corporation
- HQ Address: 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318
- Phone Number: 866-901-1781
- Fax Number: N/A
- Email Address: Support@flocksafety.com

Additionally, Flock Safety is on a mission to eliminate crime. That means more than just detecting stolen vehicles, Amber Alerts, Silver Alerts and Felony Warranty individuals, but also collecting critical evidence and leads to help solve crimes, increase clearance rates and ensure victims receive justice.

LETTER OF SUBMITTAL

Flock Safety leads the industry in ALPR Technology by using Machine Learning in combination with still photos to identify the specific suspect vehicle with our patented Vehicle Fingerprint technology, even when plates are not present. Our ALPRs are solar powered and have wireless communication capabilities, meaning our team of full time technicians can put them nearly anywhere you want to solve and prevent crime. Below are some specifics that set Flock apart from other vendors.

- We are the first public safety operating system empowering thousands of cities to eliminate crime. Our cameras and devices detect objective evidence, decode it with machine learning, and deliver it into the hands that stop crime.
- Communities operating on Flock Safety have reduced crime by up to 70%.
- Last year in 2022, the Cobb County Police Department (Major City Chiefs Association member) solved 100% of their homicide investigations and stated publicly that Flock Safety was one of the primary ways they were able to do so.
- After just one year with Flock cameras in their community, Gwinnett County Police Department's Central Precinct saw lower crime rates in all major categories, including a 37% drop in commercial burglary and a 38% drop in aggravated battery.

We look forward to the opportunity to discuss what Flock Safety has to offer. We appreciate your consideration with the RFP process and wish you luck on your selection.



Thank you,
Ryan Elswick
Major Accounts Manager

COMPANY'S QUALIFICATIONS AND EXPERIENCE

City of Oklahoma City,

We appreciate the opportunity to bid on this project. Based on the requirements and needs shared we are confident that we can deliver an ALPR system that will help prevent and reduce crime in the City of Oklahoma City.

When we started Flock Safety in 2017, we were just concerned citizens trying to use our talents in electrical engineering and software development to help our neighborhoods stop property crime. Since that time, we've heard from Sheriffs, Chiefs of Police, Command Staff, City Councils, Mayors, Business Leaders, and other Concerned Neighbors like us from all across the country. There is a growing desire to work together to eliminate crime and I believe that with the right technology, hard-working officers, and community engagement we can make a serious dent in the crime in your jurisdiction.

And it's working today in 2,500+ cities, with 2,000+ law enforcement agencies (including several similar sized cities/police departments listed in the References portion of the RFP) across the country, hiring 600+ employees. We're seeing lower crime rates, kidnapping victims returned to their families unharmed, homicides, drive-by shootings, hit and runs being solved, tens of millions of dollars in recovered stolen vehicles, illegal weapons and drugs taken off the streets, a renewed energy among detectives and patrol officers, and most importantly, communities that support their local law enforcement because they are safer than ever before. Moreover, Flock is the only company in this space that views privacy as a deliverable, and we will continue to do so in perpetuity.

We want to continue that success with you and your community, so that you can:

- Use the latest, most advanced technology to capture better evidence.
- Build tighter partnerships between law enforcement and the community you serve.
- Have a local team of Flock Safety reps (Law Enforcement, HOAs/Apartments, Commercial Businesses, K-12 School Corporation and Universities) dedicated to working with you and serving you.
- If Flock is awarded, Flock will work with the City to find mutual terms that satisfy both parties.

Together, we can change the fabric of our country. We look forward to hearing from you and hope you will join the "flock"!

Thank you,



Garrett Langley
Founder and CEO

Garrett Langley
BidSync

PROPOSAL

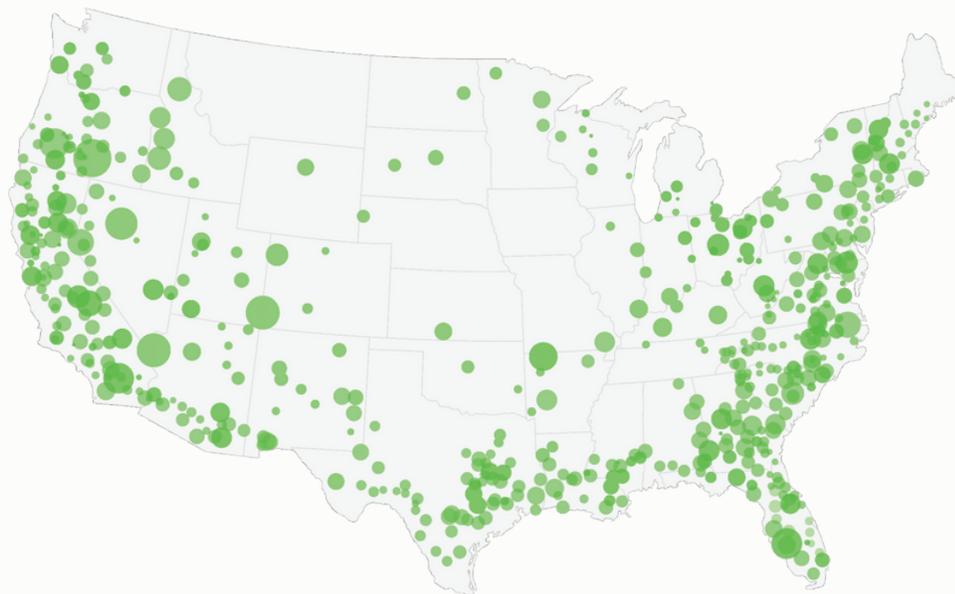
Company Overview

Introducing an Innovative Approach to Real-time Policing

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

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

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



2000+

COMMUNITIES
WITH PRIVATE-PUBLIC
PARTNERSHIPS



120

INCIDENT ALERTS
/MINUTE



1B+

1B+ VEHICLES
DETECTED / MONTH



<60%*

60% LOCAL CRIME
REDUCTION IN FLOCK
CITIES

*According to 2019 study conducted
by Cobb County Police Department

PROPOSAL

Layered Intelligence to Solve More Crime

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

Meet Your Public Safety Operating System

SOFTWARE PLATFORM

Flock Safety's out-of-box software platform is FlockOS™, a software tool that collects and makes sense of visual, audio, and situational evidence from across your entire network of devices. With unlimited user licenses, your entire law enforcement agency can access the real-time investigative leads needed to increase case clearance, protect the community, and decrease crime rates.

PRODUCT SPECIFICATIONS

III. INTEGRATION:

The ALPR System must be able to integrate with current systems in use such as FUSUS. The ALPR system must also be able to integrate license plate reader cameras from platforms such as AXIS.

- Flock Safety complies. Flock has the ability to integrate with the FUSUS platform to push Flock hotlist alerts to the FUSUS platform at no additional cost to the Oklahoma City Police Department. Additionally, Flock is able to integrate with Axis IP cameras and can bring those Axis cameras into Flock's software interface to incorporate Live Video as well as turning existing Axis cameras into LPRs by applying Flock's patented and proprietary Vehicle Fingerprint software on the camera.

IV. REQUESTED SCOPE OF SERVICES:

The Contracting Entity is seeking a contractor or contractors to provide an Automated License Plate Reader (ALPR) system(s) that incorporate ALPR cameras, comprehensive monitoring, processing and machine vision services in one platform.

- Flock Safety complies.

Proposers will be responsible for all design and engineering to accomplish a viable installation of the system and its various components. Proposers are encouraged to submit cost saving solutions for purchasing, maintenance, and management of these systems.

- Flock Safety complies.

Proposers are expected to provide all materials and equipment necessary to perform installation and maintenance of services. All components and installation techniques should be current technology and comply with all governing laws and statutes. Proposer will be responsible for coordination with other contractors, the City's Information Technology Department and other City Department and Trust representatives.

- Flock Safety complies.

REQUESTED SCOPE OF SERVICES

Overview

- a) The system should have the ability to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data);
- Flock Safety complies. Within Flock Safety's OS end users will have access to 24 unique characteristics including vehicle color, type, make, state detection, no tags, paper tags, roof racks, back racks, bumper sticks, window stickers, decals, etc. that are captured from the camera. Utilizing Flock's proprietary Machine Learning, the attributes are compiled through the image.
- b) The ability to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate;
- Flock Safety complies. Within Flock's software interface, there is the capability to search for images with plates, without plates, and temporary tags (including paper plates).
- c) Ability to save searches based on description of vehicles without the need for a license plate, and set up alerts based on vehicle description;
- Flock Safety complies. The ability to create and use Saved Searches for vehicle descriptions and set up alerts are part of the functionality that Flock Safety has to offer.
- d) The cameras must have the ability to be hung on a pole supplied by the vendor and/or on poles identified or supplied by the buyer such as utility poles;
- Flock Safety complies. Flock Falcon LPRs are able to be put on a Flock pole or vendor approved poles from the buyer. (e.g. traffic signal pole, light pole, utility pole, etc)
- e) The cameras must be stationary;
- Flock Safety complies.
- f) Minimum of 25 license plate reader cameras with the ability to expand to 200 under the same system with all functionality intact;
- Flock Safety complies.
- g) Allow for camera integration from cameras purchased and owned by the buyer to be utilized and operated through the vendor's AI platform (need pricing for this option);
- Flock Safety complies. Flock is capable of integrating with all IP based cameras that the buyer has access to. This allows the ability for Live streaming, Video replay, and LPR functionality with our Vehicle Fingerprint AI and Machine Learning analytics. This Flock feature is called "Wing" and the pricing breakdown of Wing is \$1,500 per camera per year meaning any existing camera that the Oklahoma City Police Department owns that you want to add the Flock LPR software on, it's \$1,500 per year. There's a one-time \$500 installation/setup cost and that \$500 includes up to 10 cameras. Past the initial \$500 for 10 cameras on implementation, it's \$50 per camera thereafter. (e.g. if you wanted to convert 15 existing cameras to Flock Wing LPR for implementation it would be \$750)

REQUESTED SCOPE OF SERVICES

- h) Need pricing option also for vendor supplied hardware and software;
- Flock Safety includes the cost for hardware and software in the initial cost listed in the pricing. Please refer to the Pricing breakdown page within our RFP response for pricing on vendor supplied hardware and software along with agency supplied hardware and what the costs associated with that would be. There's also a brief breakdown of agency supplied hardware under item "G" in the "Overview" section.
- i) Allow for the buyer to transition from the vendor's ALPR cameras to the buyer's camera mid-contract for the reduced rate of utilizing the buyer's own equipment;
- Flock Safety unfortunately cannot allow for a transition from the vendor's supplied ALPR cameras to the buyer's cameras during the middle of the contract for the reduced rate of utilizing the buyer's own equipment. There is far too much work involved with building out a deployment plan, getting the proper permits for installation, having our local technicians come out to complete site surveys plus the installations thereafter and any necessary maintenance after the fact which is all included in our annual subscription cost. Flock Safety is however happy to offer a 12 month initial term (12 months is the shortest initial term we offer) and allow the buyer to transition from the vendor's ALPR cameras to the buyer's own equipment after completion of the initial 12 month term. If this route were taken, Flock Safety's local installation technicians would come out to remove all of the vendor's supplied hardware and then we could transition to implementing the software onto the buyer's own equipment and sign a new agreement reflecting that.
- i) Allow for the buyer to transition from the vendor's ALPR cameras to the buyer's camera mid-contract for the reduced rate of utilizing the buyer's own equipment;
- Flock Safety unfortunately cannot allow for a transition from the vendor's supplied ALPR cameras to the buyer's cameras during the middle of the contract for the reduced rate of utilizing the buyer's own equipment. There is far too much work involved with building out a deployment plan, getting the proper permits for installation, having our local technicians come out to complete site surveys plus the installations thereafter and any necessary maintenance after the fact which is all included in our annual subscription cost. Flock Safety is however happy to offer a 12 month initial term (12 months is the shortest initial term we offer) and allow the buyer to transition from the vendor's ALPR cameras to the buyer's own equipment after completion of the initial 12 month term. If this route were taken, Flock Safety's local installation technicians would come out to remove all of the vendor's supplied hardware and then we could transition to implementing the software onto the buyer's own equipment and sign a new agreement reflecting that.
- j) Options for annual and quarterly billing;
- Flock Safety unfortunately does not allow for quarterly billing. Our standard billing terms are Annual, Net 30. We can set the billing terms up to where the Oklahoma City PD would not be invoiced until the first camera is installed and operational though so there would not be a payment due until our installation technicians start installing.

REQUESTED SCOPE OF SERVICES

- k) Provide a per camera cost for the buyer utilizing their own camera/equipment through the vendor's AI platform;
- If the buyer chooses to utilize their own camera/equipment through Flock's AI software platform, the cost would be \$1,500 per camera per year and there would be a one-time \$500 implementation fee for up to the first 10 cameras implemented into the Flock software platform. Any camera beyond the first 10 would be subject to \$50 per camera, one-time cost.
- l) Vendor will replace/repair any broken, non-functioning, or limited functioning cameras supplied by the vendor as part of the contract for damages not caused by the buyer during a move;
- All Flock products are under a full maintenance warranty for the duration of the buyer's contract. Flock cameras have built-in alarms to alert our Support Team if a camera is not performing at optimal standards. In the event of a camera performance issue, an alert will notify our Support Team in which they will investigate the issue to see if it can be fixed remotely or if they need to create a Work Order to send a local installation technician to either fix or replace the equipment at NO charge to the Oklahoma City PD.
- m) Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical platform;
- Flock Safety complies.
- n) Ability for cameras to capture and process up to 30,000 vehicles in a day;
- Flock Safety complies.
- o) Ability for cameras to be powered by either direct power, solar or other alternative power means;
- Flock Safety complies. The Falcon LPR is able to be powered by Solar or 120v AC power.
- p) Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection;
- Flock Safety complies. Flock's cloud web based platform allows for all users to search for 24 unique characteristics of a vehicle including vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state detection of the license plate to eliminate false positive hotlist alerts, object detection, paper plates, no plates, bumper stickers, window stickers and decals, roof racks, back racks, set up alerts, and more.
- q) Utilizes a motion capture feature to start and stop recording without the need for a reflective plate. This motion detection capability should allow for unique cases such as bicycle capture, ATV, motorcycle, pedestrians etc.;
- Flock Safety complies. The Falcon ALPR cameras are motion activated to capture the rear of ALL vehicles (including trailers, semis, buses, etc), bicycles, golf carts, and motorcycles. There are no filters for pedestrians when conducting an investigative search however. The ALPR cameras will capture pedestrians if they are within the capture frame when a vehicle, ATV, motorcycle, bicycle, etc. passes by but it will not capture pedestrians on their own for privacy purposes and because Flock does not do facial recognition.

REQUESTED SCOPE OF SERVICES

- r) Option for Cloud storage of footage;
- Flock Safety complies. Flock Safety stores images for 30 days out of the box with the option to pay for additional storage if more than 30 days of storage is needed.
- s) Built-in integration with NCMEC to receive AMBER Alerts to find missing children;
- Flock Safety complies.
- t) Built-in integration with NCIC for stolen vehicles, wanted persons and other NCIC alerts;
- Flock Safety complies.
- u) Privacy controls to enable certain vehicles to “opt-out” of being captured;
- Flock Safety partially complies. Flock Safety's ALPR cameras are motion activated. With that, the camera will capture images of all vehicles that pass by. Within the web based application, users have the ability to search on any vehicle. There is the option to customize alerts and searches within the application.
- v) System should be able to partner with AXON, a major existing partner of the Contracting Entity, and be natively and directly integrated into Evidence.com;
- Flock Safety is the ONLY ALPR vendor on the market that has a native and direct integration to Evidence.com and that is supported by our attached signed letter from AXON'S Chief Operating Officer stating such on their letterhead. If any other vendor's response says that they have a native and direct integration to Evidence.com that is false and our attached letter within the RFP response supports that.
- w) System should be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars as well as the system's cameras;
- Flock Safety is the only ALPR vendor on the market that has a direct integration with Axon's Fleet 3 mobile ALPR camera as well. In fact, the software and guts of the hardware are powered by Flock Safety's proprietary Vehicle Fingerprint software. Axon's web URL here supports that and lists Flock by name and company logo for their Fleet 3 device <https://www.axon.com/products/axon-fleet-3>. Currently, all Fleet 3 LPR captures will flow into the Flock Safety software platform's “LookUp Tool” which is Flock's nationwide database. All of the fixed/stationary Flock ALPR reads flow into this LookUp Tool as well. By the end of April 2023, when the Police Department runs an Investigative Search through the Flock software platform, they will be able to query all of their Flock Stationary ALPR cameras along with all of the Fleet 3 LPR captures within the Flock Safety platform. There is no other ALPR vendor on the market that has this capability.

REQUESTED SCOPE OF SERVICES

rx) Access to additional ALPR system cameras purchased by homeowner associations and private businesses at no additional cost, lifetime maintenance and support included in subscription price;

- The Oklahoma City Police Department would have full access to LPR reads + hotlist alerts from any private camera purchased as long as that Flock ALPR camera is within the Oklahoma City PD's jurisdiction. This could include homeowners associations, apartment complexes, private businesses, K-12 schools, universities, etc. all of which Flock Safety does business with. Lifetime maintenance AND support are included in the annual subscription price, there are no additional costs for this.

y) Proposers should provide delivery and installation and if not the manufacturers of the systems, be knowledgeable of the products and have quick turn around on problem resolution;

- Flock Safety complies. Flock Safety is a turnkey solution and Flock itself manufactures all of our products within the United States. Flock Safety products can only be purchased from Flock Safety and Flock does not utilize any resellers, contractors or third parties. Flock will provide delivery, full installation and ongoing maintenance with all of our products.

z) Proposers should provide monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues;

- Flock Safety complies. Flock cameras have built-in alarms to alert us if a camera is not performing at optimal standards. In the event of a camera performance issue, maintenance teams will be deployed at no additional cost.

aa) System must integrate with FUSUS;

- Flock Safety complies.

bb) Data must be web based to allow for field users to actively monitor pre-selected cameras;

- Flock Safety complies. Field users have the ability to select which cameras they would like to monitor and be alerted on only those cameras. Users have the ability to create groups and maps of cameras that they would like to monitor.

cc) System must allow for over 2,000 simultaneous agency users without additional costs;

- Flock Safety complies and offers unlimited user licenses at no additional cost.

dd) System must allow for users to identify which cameras to receive active alerts;

- Flock Safety complies. Users have the ability to select which cameras to receive alerts for.

REQUESTED SCOPE OF SERVICES

ree) Data must not be maintained for more than 120 days;

- Flock Safety complies. Flock's standard data retention policy across the board nationwide is 30 days. LPR capture data (image + metadata) can however be downloaded directly to Evidence.com with the click of a button and then be stored permanently within Evidence.com should the Oklahoma City Police Department wish to do so there. There are no limitations or caps for how many images can be downloaded from the Flock software platform through Evidence.com - The PD can do this within the Investigative Search platform along with the Hotlist alerts platform with the click of a button through the direct and native Evidence.com integration.

ff) Local data must be sharable with other agencies via the web portal;

- Flock Safety complies. Data is able to be shared with other agencies as long as it is approved by the agency owning that data. A list of Law Enforcement agencies within the State of Oklahoma that utilize and are contracted with Flock Safety has been provided in the "References" section as well.

gg) Alerts must have the ability to be pushed to users through email, text message, or directly through the open web portal with visual and/or audible indicators;

- Flock Safety complies. Alerts will be sent through the web portal, SMS text or email.

hh) System must have the ability to create custom lists to identify wanted vehicles for individual users, groups, and the entire agency;

- Flock Safety complies.

ii) The search function must be available to all users;

- Flock Safety complies.

jj) Proposer should provide installation training to specifically identified employees from the buyer and allow for those trained employees to move the fixed LPR cameras without additional cost and without voiding the products warranty with the exception of damage caused by the buyer. The buyers identified employees shall be bucket truck certified through nationally recognized entities;

- Flock Safety will offer installation training to the buyer at no cost to specifically identified employees to move the fixed LPR cameras without additional cost and without voiding the products warranty with exception of physical damage caused by the buyer.

kk) The vendor must provide 24/7 tech support and respond to maintenance needs within 14 calendar days of identifying those needs without additional cost;

- Flock Safety complies. Flock has local full-time installation technicians that reside in Oklahoma.

REQUESTED SCOPE OF SERVICES

- ll) The vendor must allow for analytic evaluation and integration of buyer owned and supplied LPR cameras;
- Flock Safety offers a pilot phase for department owned cameras being ingested into the Flock platform. Additionally, Flock Safety can provide advice for settings and angle recommendations to give the best possible evidence capturing.
- mm) The platform must be CJIS compliant for auditing purposes;
- Flock Safety complies.
- nn) The platform must comply with all departmental IT security requirements;
- Flock Safety complies.
- oo) The platform should have the ability to integrate with a single sign on;
- Flock Safety complies.
- pp) All cloud data will be stored according to departmental requirements;
- Flock Safety complies.
- qq) The platform can integrate into departmental VMS server and cameras;
- If FUSUS is the departmental VMS server then Flock Safety complies. Flock Fixed ALPR cameras are not live video streaming cameras though, they take still photos of each vehicle that passes and then those photos are uploaded into the Cloud. VMS is for continuous live streaming of video. Flock does offer live stream PTZ cameras and live stream bullet cameras for purchase but our ALPR cameras are still images only, just like the PD has been using the 25 Flock LPRs the past year, same setup.
- rr) All AI must be utilized in the cloud and locally;
- Flock Safety complies.
- ss) All meta data must be available to end users;
- Flock Safety complies.
- tt) The platform must interface with both Android and iOS devices through applications and via web browser;
- Flock Safety complies.
- uu) All Video must be able to be stored locally and in the cloud;
- Flock Safety complies.
- vv) The platform should be developed and maintained by an authorized company within the United States of America.
- Flock Safety complies.

The platform must be compatible with both Mac and PCs, iOS and Android devices, and popular browsers to include Safari, Google Chrome, and Microsoft.

- Flock Safety complies.

REQUESTED SCOPE OF SERVICES

II All systems must be added to the Rapid 7 vulnerability monthly scans.

1. The system shall lock an account if more than 5 unsuccessful login happens within 1 hour.

- Flock Safety will lock after 10 failed attempts.

2. The application login page must contain customizable warnings and information statements.

- Flock Safety does not allow customization of the login screen.

3. The system must follow PCI Secure Software Standard v1.1 ([pcisecuritystandards.org](https://www.pcisecuritystandards.org)) compliance guidelines, i.e. do not store cvv code, etc.

- Flock Safety does not meet PCI standards as Flock does not capture any credit card information.

4. The system must be able to be customized to meet the agencies need in terms of what data is collected, how many fields can be used and the format of the data requested.

- Flock Safety provides best in class search features. Users may search partial plates (minimum 3 characters), make/model/color, and vehicle body type within Flock's cloud solution. Within Flock's user management portal, administrators of the environment may restrict user's permission with LPR search & any additional features hosted by Flock. All user's functions are tracked & logged for account administrator's digest if the need should arise

5. All sensitive data shall be encrypted when stored in the database as per CJIS version 5.

- All of Flock Safety's data is encrypted both at rest and in transit. CJIS data specifically is stored in AWS GovCloud.

6. Any service provided online should not require the use of a "client" installed component (e.g. ActiveX, java).

- Not applicable to Flock Safety's services.

PROPOSAL

V. SUBCONTRACTORS:

The use of subcontractors will not relieve the Proposer of primary responsibility. The proposed prices must include the full price, including work that will be done by subcontractors. The Contracting Entity will pay only the vendor that was awarded the contract. The contracted vendor must pay any subcontractors.

- Flock Safety does not utilize any third party subcontractors. Everything Flock does is in house and completed by full-time Flock employees.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

March 30, 2023

To: Oklahoma City Police Department

Re: Sole source letter for Axon Evidence digital evidence management
services and Flock automated license plate recognition technology

A sole source justification exists because Axon Enterprise, Inc. ("Axon") is the only digital evidence management system with the express right to integrate Flock's automated license plate recognition technology with Axon Evidence services.

Axon's relevant SKUs for this justification include the following:

1. 74300 Flock Safety ALPR Camera System
2. 74302 Flock Safety ALPR Camera System Installation

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Isner', written over a white background.

Josh Isner
Chief Operating Officer
Axon Enterprise, Inc.

Flock is a trademark of Flock Group, Inc., dba Flock Safety.

The Axon + Delta Logo Axon, and Axon Enterprise are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2022 Axon Enterprise, Inc.

PROPOSAL

DEVICE NETWORK

Vehicle Recognition System



The foundational layer to Flock Safety's public safety operating system is the Flock Safety Falcon® infrastructure-free LPR cameras. Unlike traditional LPR, the Flock Safety Falcon® uses Vehicle Fingerprint technology* to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Flock Safety Falcon® has both fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

CAMERA

Length: 8.75"

Height: 5"

Width: 2.875"

Mounting: Adjustable band clamps

Weight: 3lbs

Footage: Uploads via integrated LTE

Field of View: 15' wide, 65' distance

Assembly: Flock Safety in Atlanta, GA

*Results from 2019 side-by-side comparison test conducted by LA County Sheriff's Department

PROJECT TEAM MEMBERS AND LOCAL SERVICE SUPPORT

Flock Safety is able to provide the Contracting Entity with excellent customer service for the reason that the Oklahoma City PD will have a dedicated Major Accounts Manager Sales Rep along with a dedicated Major Accounts Customer Success Manager. Both of these individuals (Ryan Elswick and Morgan Herrig in this case) will be the primary points of contact at Flock Safety for the contracting entity. Ryan Elswick has already been working closely with the Oklahoma City PD for over the past year plus and has created a great rapport and relationship with members of the Oklahoma City Police Department. Additionally, Flock Safety offers 24/7 support via email and phone. The contracting entity may reach out to our Support at any time for troubleshooting, questions, emergencies, equipment failure, etc. Flock Safety has local full-time technicians that live in Oklahoma who will handle all new installations and ongoing maintenance as well resulting in a quick turnaround for issues. Flock Safety has built in alarms on all of our hardware devices so if an ALPR camera stops capturing images after a 15-20 minute period, an alert gets sent to our Support Team to diagnose the problem. They will see if they can diagnose the issue remotely and if not, a work order will be created and a technician will be scheduled to come out and remedy the problem. Flock offers "Daily Digest Emails" as well notifying key stakeholders at the PD of when maintenance will occur along with new camera installations, relocations, etc. Support's Phone number is 866.901.1781 and the email is Support@flocksafety.com

Your Flock Safety Team

<p>Ryan Elswick Indianapolis, IN</p>	<p>Major Accounts Manager</p> <ul style="list-style-type: none"> Sales/Contracting/Procurement/Legal
<p>Morgan Herrig Tampa, FL</p>	<p>Major Accounts Customer Success Manager</p> <ul style="list-style-type: none"> Training/Support/Day to Day Contact
<p>Nichole Hunter Birmingham, AL</p>	<p>Major Accounts Project Manager</p> <ul style="list-style-type: none"> Site Surveys/Permitting/Installation
<p>Jason Duncan Franklin, GA</p>	<p>Senior Solutions Consultant, Major Accounts</p> <ul style="list-style-type: none"> Deployment Strategy/Camera Mapping

CUSTOMER REFERENCES

Each of the Law Enforcement Agencies listed below are current Flock Safety customers/partners who have purchased and deployed our Stationary Falcon ALPR Cameras throughout their respective Cities/Counties with great success.

Tulsa, OK Police Department	Captain Jacob Johnston jjohnston@cityoftulsa.org
Indianapolis, IN Metro Police Department	Sgt Chris Cavanaugh Christopher.Cavanaugh@indy.gov
Louisville, KY Metro Police Department	Crime Center Manager, Jennifer Corum jennifer.corum@louisvilleky.gov
Tulsa County Sheriff's Office	Deputy Stephen Zygiel szygiel@tcco.org
Little Rock, AR Police Department	Major Ty Tyrrell ttyrrell@littlerock.gov
Toledo, OH Police Department	Lt. Jeff Thieman Jeffrey.Thieman@toledo.oh.gov
Memphis, TN Police Department	Sgt. Josh Stanley Joshua.Stanley@memphistn.gov
Dallas, TX Police Department	Sgt James Stephens james.stephens@dallascityhall.com
Houston, TX Police Department	Sgt. Christian Dorton christian.dorton@houstonpolice.org
Ft Worth, TX Police Department	Sgt Stephen Hodges stephen.hodges@fortworthtexas.gov

CUSTOMER REFERENCES CONTINUED

Each of the Law Enforcement Agencies listed below are current Flock Safety customers/partners who have purchased and deployed our Stationary Falcon ALPR Cameras throughout their respective Cities/Counties with great success.

Wichita, KS Police Department	Lt Casey Slaughter CSlaughter@wichita.gov
Colorado Springs, CO Police Department	Commander Doug Trainer Doug.Trainer@coloradosprings.gov
San Jose, CA Police Department	Crime Intelligence Manager, Francis Carrubba francis.carrubba@sanjoseca.gov
Pinellas County Sheriff's Office (FL)	Lt. Mike Panaiagua mpaniagua@pcsonet.com
Polk County Sheriff's Office (FL)	Lt. Bobby Kirkpatrick RKirkpatrick@polksheriff.org
Cook County Sheriff's Office (IL)	Deputy Chief Sean Gleason sean.gleason@ccsheriff.org
Jefferson Parish Sheriff's Office (LA)	Deputy Chief Sean Lusk lusk_ss@jpsso.com

Additionally, the following Law Enforcement Agencies throughout the State of Oklahoma are current Flock Safety customers and the Oklahoma City PD would have access to all of these Agency's Flock LPRs when partnering with Flock: Blaine County SO, Calera PD, Catoosa PD, Coweta PD, Del City PD, Edmond PD, Guthrie PD, Harrah PD, Hugo PD, Jenks PD, Locust Grove PD, Midwest City PD, Moore PD, Mustang PD, Newcastle PD, Osage County SO, Union City PD, Wagoner County SO, Warr Acres PD, Yukon PD.

WARRANTY AND AFTER PURCHASE SUPPORT

Flock Safety offers an unlimited maintenance warranty for the lifetime of the contract. This means that if the contracting entity had a Flock Falcon ALPR Camera stop working, malfunctions, the solar panel or back up batteries stop working or malfunction to no fault of the contract entity's own, Flock Safety will replace or repair the device at NO cost to the contracting entity. If there is a newer iteration of our ALPR camera available at the time of the older iteration camera's need for replacement, Flock Safety will replace that camera for the upgraded camera at NO cost to the contracting entity. If a camera is destroyed, vandalized or stolen then the replacement price is a flat fee of \$800.

After purchase support includes a dedicated Major Accounts Manager, a dedicated Major Accounts Customer Success Manager and Flock Safety's 24/7 support as well via phone, web chat or email. All of this comes at no additional cost to the PD. Unlimited training is also included after the purchase either in person or virtually through Zoom, whatever the PD's preference is.



EQUIPMENT, SOFTWARE, SOLUTIONS AND SERVICES

1. Describe in detail the software systems sold by your company, that relates to this RFP;

- When partnering with Flock Safety, all of our contracted partner Law Enforcement agencies get access to the FlockOS software platform which is comprised of Investigative Searching capabilities, NCIC and Custom Hotlist Alerting features, National Lookup Features (this is our nationwide database which gets over 2 billion captures per month. There are over 40,000 Law Enforcement cameras nationwide that feed into this network that would be accessible by the OKC PD for investigations), Vehicle Description Alert (gives the ability to input suspect vehicle descriptions for Hotlist alerting if the license plate is unknown) along with our ESRI Based Mapping software which puts all of ALPR Cameras on a visual map of the city and is another form of our Hotlist) - All of our software features and capabilities are under one roof through the FlockOS platform. This is a cloud based system and can be accessed on any device that has Internet/Browser capabilities. Flock also offers unlimited users so the FlockOS software can be accessed by anyone at OKC PD that has login credentials, there are no licensing fees whatsoever, truly unlimited.

EQUIPMENT, SOFTWARE, SOLUTIONS AND SERVICES

2. Describe your company's capability to provide ongoing updates, support and maintenance of existing systems, as well as implementing new systems;

- Flock Safety is continuously innovating our software capabilities multiple times per year and we present those new enhancements and features through quarterly webinars where we invite all of our current customers and prospective customers. 99% of the time our new features and capabilities come at NO cost to our law enforcement partners. The updates require no work on our customers' end as we can push out the updates "Over the Air" through the cellular network since all of our ALPR cameras are cellular enabled through Verizon or AT&T FirstNet. Flock provides cellular service for our customers through our annual subscription pricing, it's not required from our customers. Support and maintenance of existing systems is provided to our customers at NO additional cost. If a camera, solar panel, backup battery or any of the other equipment were to malfunction, stop working, etc. Flock will replace that hardware at NO cost through the lifetime of the customer's contract. If the customer were to renew their contract with Flock after the initial term, the maintenance warranty and ongoing support remains in effect and does NOT go away. Flock also offers 24/7 support through email, phone or chat and the OKC PD would have a dedicated Major Accounts Manager Sales Rep along with a dedicated Major Accounts Customer Success Manager for everything training and support related. Whenever new software features become available or a new system becomes available, Flock will enable this automatically and there's no lift required by our customers. We make our customers aware of these new features, enhancements and systems through emails along with pop up banners within the FlockOS software so all of our customers are aware of the new features and enhancements in real time.

EQUIPMENT, SOFTWARE, SOLUTIONS AND SERVICES

3. Proposers are to provide their support services policy (if available); and

- Maintenance, Support, and Warranty are included in perpetuity as long as The City is subscribing to our service. This is included in the annual subscription costs. This includes both on-site and remote support at no additional cost.
- All service and support will be provided by Flock Safety Technicians. The City's only role is to request service when necessary.
- Warranty: All Flock products are under warranty for the duration of the Customer's contract. Flock cameras have built-in alarms to alert us if a camera is not performing at optimal standards. In the event of a camera performance issues, maintenance teams will be deployed at no additional cost. In the event the Flock camera is physically damaged or stolen, the camera replacement will not be covered by Flock. A reassessment of camera location will be made at that time to deter further issues. In this case the replacement camera is needed, the customer will be responsible for the \$800 cost. Flock reserves the right to refuse or delay replacement or its choice of remedy for a defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after the Agency notifies the Flock of defect. Maintenance: Annual and as needed maintenance of all Flock Safety cameras are managed by Flock Safety and executed by Flock Safety trained technicians.
- Flock does not have an SLA, and all obligations for maintenance and warranty are list in the the terms of service.

4. Proposers are also encouraged to submit cost saving solutions for purchasing ongoing maintenance and management of these systems;

- Flock Safety automatically includes ongoing maintenance and management of all of our systems at no additional cost to our customers. Flock does NOT use any 3rd party contractors or integrators and everything is handled by Flock full-time employees, in this instance it would be Field Technicians for ongoing maintenance and software engineers for management of all of our systems.

PRICING

Please see below for Flock Safety's all-inclusive fixed price to this Request for Proposal (RFP):

- Our pricing quote encompasses ALL necessary software licenses (unlimited), professional services required to design, implement and provide ongoing maintenance and base support services for a working, fully functional ALPR Software and Hardware system. The proposed quote/fee is all-inclusive and a not-to-exceed figure. Flock does not charge for any sort of travel expenses nor do we charge for in person training or support, that is all covered by Flock on our end.

Flock's pricing also includes:

- ALL Hardware and Software
- Unlimited user licenses
- NCIC Hotlist Integration
- Installation of ALL hardware
- Ongoing maintenance of hardware and software + ongoing support
- Any new software enhancements or upgrades
- Unlimited Cloud Data Storage through Amazon Web Services GovCloud
- LTE Cellular Data SIM Card either through Verizon or AT&T FirstNet (this will depend on the location of the camera, our field technicians conduct a site survey before installation to determine which provider has the best coverage)

Pricing for our Cameras (includes installation) on an annual basis is \$3,000 per camera per year. The Oklahoma City PD already has 25 Flock Falcon ALPR Cameras through a National 1 Year Pilot Study and Flock is offering ALL participants of that Study the option to keep those existing 25 ALPR Cameras at \$2,500 per camera per year. Any cameras added beyond the 25 would be subject to the \$3,000 per camera per year price point which is new pricing that took effect earlier this year. Flock has not raised pricing on our ALPR cameras for 3+ years prior to the \$500 price increase earlier this year.

As an example, if the PD were to want to move forward with a Total of 200 Flock ALPR Fixed Cameras the pricing would be as such:

- 25 Cameras at \$2,500 per camera per year = \$62,500
- 175 additional Cameras at \$3,000 per camera per year = \$525,000
- \$0 Installation for all 175 NEW Cameras (the 25 are already installed)

Total Investment: \$587,500/yr (this would be a price not to exceed and is all inclusive) - there would be no additional costs beyond this price-point for this amount of ALPR cameras.

FORMS AND OTHER DOCUMENTS:

H. FORMS AND OTHER DOCUMENTS:

The electronic bidding system will require that you acknowledge that you reviewed the General Instructions and Open Records Act requirements document by entering your electronic signature. The Non-Discrimination Statement, Non-Collusion Affidavit and Vendor Registration Form(s) will be completed prior to contract award. The Proposer should be willing to agree to the Contracting Entity's standard contract terms and conditions.

- Flock Safety is acknowledging that we have reviewed the General Instructions and Open Records Act requirements document and we have entered our electronic signature. Flock Safety agrees to the Contracting Entity's standard contract terms and conditions.