

Flock Safety + CA - City of Temecula

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

MAIN CONTACT:
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tonia@flocksafety.com
4049329942

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: CA - City of Temecula
 Legal Entity Name: CA - City of Temecula
 Accounts Payable Email: ap@temeculaca.gov
 Address: 41000 Main St Temecula, California 92590

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual - First Year at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$200,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	80	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	15	\$9,750.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	13	\$1,950.00
		Subtotal Year 1:	\$211,700.00
		Annual Recurring Subtotal:	\$200,000.00
		Discounts:	\$200,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$1,011,700.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$211,700.00
Annual Recurring after Year 1	\$200,000.00
Contract Total	\$1,011,700.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$200,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

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.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions.

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

FLOCK GROUP, INC.

By: 

Name: MARK SMITH

Title: GENERAL COUNSEL

Date: 30 NOVEMBER 2023

Customer: CA - City of Temecula

By: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

CITY OF TEMECULA

By: _____
Zak Schwank, Mayor

ATTEST:

Randi Johl, Secretary

APPROVED AS TO FORM:

Peter M. Thorson, City Attorney

EXHIBIT A

TERMS AND CONDITIONS

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 and is thereby rendered "anonymized data" as defined in ISO 25237:2017, Sections 3.2 and 3.3.

1.2 "**Authorized End User(s)**" means any individual employees, agents, or contractors of Customer and/or RSO 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 or made accessible to Flock by Customer through or in connection with the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "**Customer Hardware**" means the third-party cameras 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, cameras, clamps, solar panel, installation components, and any other Flock owned 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**" or "**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 and Flock Hardware.

1.13 "**Permitted Purpose**" means any legitimate law enforcement purpose, including, but not limited to, the awareness, prevention, and prosecution of crime, investigations, prevention of commercial harm, to the extent permitted by law.

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

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

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

1.17 "**RSO**" means the Riverside County Sheriffs Department.

1.18 "**Applicable Laws**" means Title 1.81 of Part 4 of Division 3 of the California Civil Code,

including Section 1798.90.5, et seq., and the California Consumer Privacy Act, Section 1798.100, et seq., Government Code Section 7284, et seq., and any and all other applicable local, State and federal laws and regulations.

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 longer of: the Retention Period, period of retention required by Customer's records retention requirements or State law including California Government Code Section 34090, et seq., or any period set forth in a notice of litigation hold as provided herein. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer may request that access by any Authorized End User of the Flock Services requires 2-step verification. Customer shall be responsible for all acts and omissions of 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), provided any such third parties with access to Customer Data, maintain confidentiality of Customer Data.

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 forty-eight (48) hours of becoming aware of a malfunction in the Flock Services or Flock Hardware. 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 its 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 customers, 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 and agree 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 in order to provide the Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("*Service Interruption*"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to 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 an unforeseeable Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties under Customer's direction, 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, unless the suspension occurred at no fault of Customer. If the Service Suspension was not caused by 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 or RSO. Authorized End Users shall only use Customer or RSO-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, and/or requiring RSO to obtain and maintain, 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 shall require RSO to provide reasonable access to RSO facilities, and to Customer and RSO

personnel, as applicable, in order to enable Flock to perform the Services (such obligations of Customer are collectively defined as "*Customer Obligations*").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants

that Customer and/or RSO 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.

3.3 NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THE PARTIES ACKNOWLEDGE AND AGREE THAT: (A) RSO WILL BE AN "AUTHORIZED END USER" AND OPERATOR OF THE FLOCK ALPR SYSTEM, INCLUDING ALL HARDWARE, FLOCK IP, AND THE SERVICES; (B) RSO IS THE LAW ENFORCEMENT AGENCY PROVIDING LAW ENFORCEMENT SERVICES FOR THE CUSTOMER AND THAT IT IS RSO, BY AUTHORIZATION FROM THE CUSTOMER, THAT WILL BE ACCESSING AND USING THE ALPR DATA COLLECTED BY THE FLOCK HARDWARE, SOFTWARE AND SYSTEM; (C) FLOCK SHALL EXTEND TO RSO THE SAME RIGHTS AND BENEFITS OF THIS AGREEMENT AS ARE PROVIDED TO THE CUSTOMER, INCLUDING, WITHOUT LIMITATION, THE RIGHTS AND BENEFITS OF THIS SECTION 3.2, SECTION 5, SECTION 8, AND SECTION 9; AND (D) CUSTOMER SHALL REMAIN RESPONSIBLE FOR COMPLIANCE WITH THESE SECTIONS.

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. For the term of this Agreement, Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data solely for the purpose of performing all acts as may be necessary for Flock to lawfully provide the Flock Services to Customer. Flock does not own and shall not share, disseminate, or sell Customer Data, except as expressly provided herein.

Notwithstanding any other provision herein, Flock shall: (a) keep and maintain Customer Data and Customer Generated Data (collectively, "Data" sometimes in this Section 4) in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose the Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and Applicable Laws; (c) allow access to the

Data only to Customer, Authorized End Users, and those employees or agents of Flock who are directly involved with and responsible for providing the Services, and/or third parties bound in writing to maintain confidentiality of the Data; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available any of the Data for Flock's own purposes or for the benefit of anyone other than Customer without Customer's prior written consent, or as otherwise provided herein.

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 it otherwise possesses 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. For the term of this Agreement, Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not share, disseminate, or sell Customer Generated Data, except as expressly authorized herein.

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, as defined herein, 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 and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Security of Customer Data. In storing, handling, transmitting, and/or accessing Customer Data, Flock shall incorporate a comprehensive set of data security protocols comprising a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with Applicable Laws, to protect Customer Data at rest, Customer Data in use, and Customer Data in transit, and that, at minimum: (i) control access to Data; (ii) include regular

audits, including threat assessments, to evaluate susceptibility to unauthorized access; (iii) provide regular maintenance and updating to ensure current cyber threats are identified and proactive defensive measures are undertaken; (iv) meet all current rules, regulations, policies, and standards of the Criminal Justice Information Services, Division of the Federal Bureau of Investigation (CJIS), including ensuring that persons having access to Customer Data are free of criminal history or any other security threat that would otherwise disqualify any such person from accessing confidential criminal justice information under current rules, regulations, policies, and standards of the CJIS; and (v) provide for the physical and environmental protection of all Customer Data.

In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data, or the physical, technical, administrative, or organizational safeguards put in place by Flock that relate to the protection of the security, confidentiality, or integrity of that Customer Data, Flock shall, as applicable: (a) notify Customer and RSO as soon as practicable or as required by Applicable Laws, but no later than forty-eight (48) hours of becoming aware of such occurrence; (b) cooperate with Customer and RSO in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with Applicable Laws; (c) in the case of personally identifiable information, provide all notifications to individuals required by Applicable Laws; (d) perform or take any other actions required to comply with Applicable Law as a result of the occurrence; and (e) provide to Customer a detailed plan within ten (10) calendar days of the occurrence describing the measures Flock will undertake to prevent a future occurrence.

To the maximum extent permitted by law, Flock shall indemnify, defend and pay reasonable attorneys' fees and costs, and hold Customer and the County of Riverside, and Customer's and County's elected officials, officers, employees, and agents free and harmless, with respect to any and all claims and liabilities to the extent arising out of, related to, or incurred in connection with any unauthorized access to or theft of Customer Data, including any and all related bank charges in the case of identity theft; provided, however, that Flock's liability for "cyber theft" shall not exceed the limits of Flock's cyber liability policy required herein.

All cloud based storage shall comply with ISO/IEC 27001 - 27018, as applicable, or successor standards thereto, and shall be provided solely within the continental United States and on computing and data storage devices residing therein, and all such locations shall be disclosed to Customer promptly upon

request. Cloud based storage using Amazon Web Services (AWS) or Microsoft Azure, shall be deemed to satisfy the foregoing requirements.

Customer and RSO shall have full and complete access to, and ability to download, any Customer Data 24 hours per day, 7 days per week, except during authorized periods of maintenance by Flock or during a Service Suspension not due to the fault of Customer. Customer or RSO may at any time, provide Flock with a written "litigation hold" notice, therein requiring Flock to isolate and maintain any Customer Data that Flock has access to and that becomes relevant to any criminal or civil action or discovery process involving Customer or RSO.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party understands that the other Party (the "*Disclosing Party*") has 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 includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer or any Authorized End User to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. For avoidance of doubt, all Customer Data and Customer Generated Data is Proprietary Information. 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 subpoena, judicial or governmental order, or the California Public Records Act provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order or disclosure. 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 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, and in compliance with all Applicable Laws, 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 court order, subpoena, or Applicable Laws, legal process, enforce this Agreement, or detect, prevent or otherwise address an actual security breach, crime of fraud, or emergency situations where there is an actual threat to public health or safety.

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 shall use reasonable efforts to 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, except a claim that any Flock Hardware installed by Flock is not properly functioning. 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 of the invoice, an interest penalty 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.

7. TERM AND TERMINATION

7.1 Term. Unless sooner terminated as provided herein, the initial term of this

Agreement shall be for five (5) years (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for up to two, additional one (1) year terms (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.

Termination for Non-Appropriation. Customer may terminate this Agreement without penalty at any time after the first year of the Term or Renewal Term in the event Customer fails to appropriate funds sufficient to pay Flock the fees required hereunder for the City's following fiscal year.

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, 4, 5, 6, 7, 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 to perform as represented by Flock or as described in any applicable documentation (a "**Defect**"), Customer shall utilize reasonable efforts to 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. However, annual renewal fees to be paid hereunder shall be reduced in proportion to the reduced functionality resulting from the reduction in 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.

Service Level Guarantee. Flock understands and agrees that Customer is a public entity and that the Services are paid for with public funds. Therefore, in order to ensure accountability to the public and that the public is receiving the level of performance of online services for which public funds are being paid ("Guaranteed Service Levels"), Flock agrees that, unless otherwise agreed upon in writing, "Uptime Availability" of the software shall be not less than 99% over any calendar month period based on the following formula: "Scheduled Uptime" = the total minutes in the reporting month, minus the total minutes consumed by scheduled downtime for maintenance or documented force majeure events. "Actual Uptime" means the total minutes in the reporting month that the Services were actually available to Customer and Authorized End Users for normal use. "Uptime Availability" = (Actual Uptime/Scheduled Uptime) x 100. Failure to maintain the Guaranteed Service Levels for any two consecutive month period shall constitute a material breach of this Agreement.

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 LAW OF THE STATE OF CALIFORNIA.

8.5 Insurance. Flock will maintain commercial general, auto, and cyber liability policies, and worker's compensation, in such form and with such limits as set forth in Exhibit B hereto.

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 not caused by a party hereto. Notwithstanding the foregoing, nothing herein shall require Customer to pay for Services made unavailable by any force majeure.

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 OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS. **THIS SECTION 9.1 SHALL NOT APPLY TO, AND NOTHING IN THIS SECTION 9.1 SHALL LIMIT, FLOCK'S LIABILITY ARISING OUT OF ANY INDEMNITY OR INSURANCE PROVISION OR OBLIGATION HEREIN.**

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, stop notices, costs (including defense) and expenses, on account of: (i) any alleged or actual infringement of any intellectual property or proprietary right, any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement or related to the Flock Services; or (ii) any damage, injury, or death to any person, or any damage to property to the extent caused by, installation of Flock Hardware by Flock, or any of Flock's employees, agents, or contractors, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

Should Customer or any Authorized End User be prevented from using the Flock Services or any of the Flock Hardware as a result of any such infringement claim or violation, at Flock's expense, Flock shall (i) obtain all rights for Customer and Authorized End Users to utilize the Services and/or Flock

Hardware; (ii) provide alternate services or hardware providing substantially the same functionality; or (iii) issue a pro rata refund for all amounts prepaid to Flock, remove all Flock Hardware, and restore each Flock Hardware site to its original condition, reasonable wear and tear excepted.

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, unless otherwise necessary in order to protect the public health or safety, or to safeguard Flock Hardware until retrieval by Flock. 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 for not less than sixty (60) days after receipt of written demand by Flock, Flock may remove Flock Hardware at Flock's discretion and Flock shall restore all Customer property to substantially its original condition, wear and tear excepted. 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. Customer may also reject any location proposed by Flock, without penalty. Customer hereby grants Flock a right of entry in and onto Customer's property to perform Installation Services. Flock understands and agrees that, since RSO shall be the operator of the Flock Equipment and shall have exclusive possession and control over the Footage, Customer will assist Flock as reasonably necessary to enable Flock to make any necessary physical, including electronic, connections to RSO facilities.

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 [\(https://www.flocksafety.com/reinstall-fee-schedule\)](https://www.flocksafety.com/reinstall-fee-schedule), unless any such changes are necessary to comply with any law or regulation, or to minimize any risk to the public health or safety, or not due to any acts, omissions or requests of Customer. Customer will receive prior notice and confirm approval of any such fees, unless such fees are subject to the foregoing exception.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. ("*Customer Obligations*"). 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, and in compliance with All Applicable Laws including, but not limited to, the current California Building Code and California Electrical Code. Upon termination or expiration of this Agreement Flock Hardware shall be removed and 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 laws including all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). Furthermore, the Installation Services constitute "public works" as defined in California Labor Code Section 1720. As to any and all work performed by Flock constituting public works, Flock shall comply with all California Labor Code requirements set forth in Exhibit "D" attached hereto and incorporated by reference herein.

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. Customer shall not be bound by the terms of any "click-through" end user license or similar online agreement unless provided to and approved in writing in advance by Customer. 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 of California. The Parties hereto agree that venue would be proper in the Superior Court for the County of Riverside, California, or the U.S. District Court for the Central District, State of

California. 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. Provided Customer's written consent is first obtained, 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 Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer 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 ("DEAR") 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

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 **Morality.** In the event either party or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish the innocent party's reputation, the innocent party shall have the option to terminate this Agreement upon prior written notice to the other.

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. All notices will be provided to the email or mailing address listed in the Order Form.

These Terms and Conditions are subject to change upon written agreement of the parties.

EXHIBIT B

INSURANCE REQUIREMENTS

Insurance and Indemnity. To the maximum extent permitted by law, Flock shall indemnify, defend, including payment of reasonable attorneys' fees, and hold the Agency, the County of Riverside, and Agency's and County's elected officials, officers, employees, agents, and volunteers, harmless with respect to any and all claims, liabilities, stop notices, damages, and losses, arising out of, related to, or incurred in connection with Flock's performance of Installation Services, whether performed by Flock, Flock employees, any Flock subcontractor, or anyone else acting on Flock's behalf.

At all times during the term of this Agreement and while performing Installation Services, Flock shall maintain for the benefit of Flock and the Agency:

- (a) Workers compensation insurance in such amount as required by California law;
- (b) Commercial general and automobile liability insurance, each with limits of not less than \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage, using an ISO or Accord form acceptable to Agency's Risk Manager;
- (c) Cyber liability with limits of not less than \$2,000,000 per occurrence, providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of Agency Data and Non-Agency End User Data; (ii) data breach including theft, destruction, and/or unauthorized use of Agency Data and/or Non-Agency End User Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of Agency Data and/or Non-Agency End User Data.

Said policies of insurance shall (i) name the Agency, the County of Riverside, and Agency's and County's elected officials, officers, employees, agents, and volunteers as additional insureds; (ii) be primary and non-contributing to any insurance maintained by the Agency; (iii) waive the right of subrogation; (iv) be issued by an insurer(s) with a Best rating of not less than A:VII; (v) require not less than 30 days' prior notice be given to the Agency prior to any required insurance being cancelled or not renewed; and (vi) be in such form as otherwise required by the Agency's risk manager.

Flock shall not commence Installation Services unless and until insurance certificates and required endorsements, evidencing the required insurance, have been provided to Agency.

EXHIBIT C

LABOR CODE COMPLIANCE

CALIFORNIA LABOR CODE COMPLIANCE

1. Flock ("Contractor herein") acknowledges that certain work under this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works of the awarding public agency ("City" herein), and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. This contract calls for work that is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Copies may be obtained at cost at the City Clerk's office, except when City's City Hall is closed due to a local emergency. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

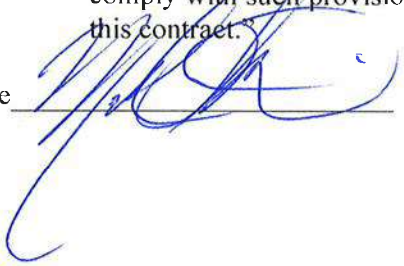
3. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of \$25,000 or less, or maintenance work of \$15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only, pursuant to Labor Code Section 1771.1(a)].
4. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this Agreement. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.
5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for

compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Signature



Date 30 NOVEMBER 2023

**WRITTEN CONSENT OF THE
BOARD OF DIRECTORS
FLOCK GROUP INC**

Under and in accordance with Section 141(f) of the Delaware General Corporation Law (the “**DGCL**”) the undersigned, constituting all the members of the Board of Directors (the “**Board**”) of Flock Group Inc, a Delaware corporation (the “**Company**”), and being entitled to vote upon the recitals and resolutions set forth on Annex A hereto, do hereby waive notice of time, place or purpose of a meeting of directors and consent that such recitals and resolutions are deemed to be adopted to the same extent and to have the same force and effect as if such recitals and resolutions were adopted by unanimous vote at a special meeting of the Board duly called and held for the purpose of acting upon proposals to adopt such recitals and resolutions.

Dated as of May 19, 2022

DocuSigned by:
Garrett Langley
F8BF901875A0455
Garrett Langley

DocuSigned by:
Matt Feury
03FB930C055C4EE...
Matt Feury

DocuSigned by:
Ilya Sukhar
B1013C88A6D04FB...
Ilya Sukhar

DocuSigned by:
Alex Clayton
89D422FG41DA4BF...
Alex Clayton

DocuSigned by:
David Ulevitch
B701145A434F46F...
David Ulevitch

ANNEX A
TO
WRITTEN CONSENT OF THE
BOARD OF DIRECTORS
FLOCK GROUP INC

Amendment to Fifth Amended and Restated Voting Agreement

WHEREAS, the Board has determined it is in the best interests of the Company and its stockholders for the Company to enter into the First Amendment to the Fifth Amended and Restated Voting Agreement (the “**Voting Agreement**”) in substantially the form attached hereto as Exhibit A (the “**Amendment**”);

WHEREAS, Section 11.5 of the Voting Agreement provides that the Voting Agreement may be amended only by a written instrument executed by (a) the Company; (b) the holders of a majority of the then outstanding Shares held by the Key Holders (as defined therein) who are either (x) then actively providing services to the Company as officers, employees, consultants or advisors in good standing or (y) Y Combinator Investments, LLC series S17 (the “Requisite Key Holders”); and (c) the holders of at least a majority of the then outstanding shares of Preferred Stock held by the Investors, voting together as a single class on an as converted basis (the “Requisite Investors”);

WHEREAS, Section 11.5 of the Voting Agreement provides that the executed Amendment shall be binding upon each of the Stockholders; and

NOW, THEREFORE, BE IT RESOLVED, that, pending its execution by the Requisite Key Holders, the Requisite Investors, and the Company, the Amendment is hereby authorized and approved; and

FURTHER RESOLVED, that any officer of the Company is hereby authorized, directed and empowered, in the name of the Company, to execute and deliver the Amendment in substantially the form reviewed and approved by the Board, with such changes thereto as the officer(s) executing such documents shall approve, the execution and delivery thereof to be conclusive evidence of such approval.

Appointment of Secretary

WHEREAS, the Board desires to appoint Mark Smith as the Company’s Secretary.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby appoints Mark Smith as the Secretary of the Company, and to hold such office until a successor is duly chose and qualified or until such officer sooner dies, resigns, is removed or becomes disqualified.

General Provisions

NOW, THEREFORE, BE IT RESOLVED, that any act taken or done by any officer or agent of the Company to facilitate the transactions contemplated by these resolutions is hereby ratified and approved by the Board, and the officers and agents of the Company are authorized to take and to do such further acts and deeds, and to execute and deliver for and in the name of the Company, such other documents, papers and instruments as are necessary, appropriate, advisable or required in order to effectuate the purpose and intent of these resolutions and the taking of any such acts and deeds, and the execution and delivery of any such documents, papers and instruments is hereby ratified and approved by the Board.

RESOLVED FURTHER, that this consent may be executed in counterparts and by facsimile signature, each of which shall be deemed an original, but all of which together shall be deemed one in the same consent.

RESOLVED FURTHER, that this consent, the Stock Purchase Agreement, the Transaction Documents and any other related agreements may be executed by facsimile signature or any other electronic means (including, without limitation, any electronic signature (as contemplated by the Delaware Uniform Electronic Transactions Act)) (collectively, “**Electronic Signatures**”), and that any of the Electronic Signatures shall have the same effect as original signatures and be effective for all purposes.

[Remainder of page intentionally left blank]

Exhibit A

Voting Agreement Amendment

FLOCK GROUP INC

FIRST AMENDMENT TO THE FIFTH AMENDED AND RESTATED VOTING AGREEMENT

THIS FIRST AMENDMENT TO THE FIFTH AMENDED AND RESTATED VOTING AGREEMENT (this "**Amendment**") is made and entered into as of May 19, 2022, by and among (i) Flock Group Inc, a Delaware corporation (the "**Company**"), (ii) Garrett Langley, (iii) Paige Todd, (iv) Matt Feury (collectively with Garrett Langley and Paige Todd, constituting a Key Holder Majority (as defined below)), (v) A16Z, (vi) Matrix, and (vii) Meritech (collectively with A16Z and Matrix, constituting a Preferred Majority (as defined below)). This Amendment amends that certain Fifth Amended and Restated Voting Agreement, dated as of January 31, 2022, among the Company, the Investors and the Key Holders (as so amended, the "**Voting Agreement**"). Capitalized terms used herein without definition shall have the meanings given to them in the Voting Agreement.

RECITALS

A. The Company desires to increase the size of the board of directors of the Company (the "**Board**") from a maximum of six (6) to seven (7) directors (or, during any Axon Director Period, from seven (7) to eight (8)) so as to increase the maximum number of Independent Directors that may be elected to the Board from one (1) to two (2).

B. In accordance with Subsection 11.5 of the Voting Agreement, the Voting Agreement may be amended only with the consent of (i) the Company, (ii) the holders of a majority of the then outstanding Shares held by the Key Holders who are either (x) then actively providing services to the Company as officers, employees, consultants or advisors in good standing or (y) Y Combinator Investments, LLC Series S17 (collectively, a "**Key Holder Majority**"), and (iii) the holders of at least a majority of the then outstanding shares of Preferred Stock held by the Investors, voting together on an as converted basis as a single class (collectively, a "**Preferred Majority**" and together with the Company and the Key Holder Majority, the "**Requisite Consent Parties**").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth in this Amendment, the parties hereto agree as follows:

1. Amendments to Voting Agreement.

- (i) Section 2.1 is hereby amended and restated in its entirety as follows:

"Each Stockholder shall vote, or cause to be voted, at a regular or special meeting of stockholders (or by written consent) all Shares (excluding the Class E-1 Stock) owned by such Stockholder (or as to which such Stockholder has voting power) to ensure that the size of the Board shall be set and remain at seven (7) directors; provided that during any Axon Director Period (as defined below), each Stockholder shall vote or cause to be voted, at a regular or special meeting of stockholders (or by written consent) all Shares owned by such Stockholder (or as to which such Stockholder has voting power) to ensure that the size of the Board shall be set and remain at eight (8) directors."

(ii) Section 2.2(e) is hereby amended such that the instance of the word “seventh” therein shall be deleted and replaced with the word “eighth”:

(iii) Section 2.2(f) is hereby amended and restated in its entirety as follows:

“(f) In any election of directors of the Company, each Stockholder shall vote at any regular or special meeting of stockholders (or by written consent) all shares of Common Stock or Preferred Stock (as applicable, but excluding any shares of Class E-1 Stock) then owned by such Stockholder (or as to which such Stockholder then has voting power) to elect two (2) directors who shall not be affiliated with the Company or any Investor nominated by the Company’s Chief Executive Officer and approved unanimously by all other directors of the Company (the “**Independent Directors**”).”

2. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.


3. Continuing Effect. Except as specifically amended by this Amendment, the Voting Agreement shall remain in full force and effect and is hereby ratified and confirmed by the parties in all respects. This Amendment and the matters set forth herein shall be governed by the terms and conditions of the Voting Agreement, as amended hereby, which are incorporated by reference into this Amendment. This Amendment shall be construed as one with the Voting Agreement, and the Voting Agreement shall, where the context requires, be read and construed throughout so as to incorporate this Amendment. If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Voting Agreement, the terms and provisions of this Amendment shall govern.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Fifth Amended and Restated Voting Agreement as of the date first above written.

COMPANY:

FLOCK GROUP INC

By:  _____
Name: Garrett Langley
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Fifth Amended and Restated Voting Agreement as of the date first above written.

KEY HOLDERS:

DocuSigned by:
Garrett Langley
F3B7D01875AC155

Garrett Langley

DocuSigned by:
Matt Feury
03EB626CC55C4EE

Matt Feury

DocuSigned by:
Paige Todd
1CCD2913EFB34BB

Paige Todd

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Fifth Amended and Restated Voting Agreement as of the date first above written.

THE INVESTORS:

ANDREESSEN HOROWITZ LSV FUND II, L.P.

for itself as nominee for
Andreesen Horowitz LSV Fund II-B, L.P. and
Andreesen Horowitz LSV Fund II-Q, L.P.

By: AH Equity Partners LSV II, L.L.C.
Its: General Partner

By:  1583D421FC0A4CF
Name: Scott Kupor
Title: Managing Partner

Address: 2865 Sand Hill Road, Suite 101
Menlo Park, California 94025

E-Mail: legal@a16z.com

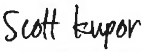
IN WITNESS WHEREOF, the parties have executed this First Amendment to the Fifth Amended and Restated Voting Agreement as of the date first above written.

THE INVESTORS:

ANDREESSEN HOROWITZ LSV FUND III, L.P.

for itself and as nominee for
Andreesen Horowitz LSV Fund III-B, L.P. and
AH 2022 Annual Fund, L.P.

By: AH Equity Partners LSV III, L.L.C.
Its: General Partner

DocuSigned by:
By: 
Name: Scott Kupor
Title: Chief Operating Officer

Address: 2865 Sand Hill Road, Suite 101
Menlo Park, California 94025

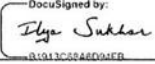
E-Mail: legal@a16z.com

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Fifth Amended and Restated Voting Agreement as of the date first above written.

THE INVESTORS:

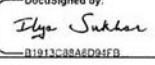
MATRIX PARTNERS XI, L.P.

By: Matrix XI Management Co., L.L.C.
Its: General Partner

By:  _____
Name: Ilya Sukhar
Title: Managing Member

WESTON & CO., XI LLC

By: Matrix XI Management Co., L.L.C.
Its: General Partner

By:  _____
Name: Ilya Sukhar
Title: Managing Member

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Fifth Amended and Restated Voting Agreement as of the date first above written.

THE INVESTORS:

**MERITECH CAPITAL PARTNERS VII
L.P.**

By: Meritech Capital Associates VII L.L.C.
Its: General Partner

By: 
Name: Alex Clayton
Title: Managing Member
Address: 245 Lytton Avenue, Suite 125
Palo Alto, CA 94301

**MERITECH CAPITAL AFFILIATES
VII L.P.**

By: Meritech Capital Associates VII L.L.C.
Its: General Partner

By: 
Name: Alex Clayton
Title: Managing Member
Address: 245 Lytton Avenue, Suite 125
Palo Alto, CA 94301

**MERITECH CAPITAL ENTREPRENEURS
VII L.P.**

By: Meritech Capital Associates VII L.L.C.
Its: General Partner

By: 
Name: Alex Clayton
Title: Managing Member
Address: 245 Lytton Avenue, Suite 125
Palo Alto, CA 94301

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Fifth Amended and Restated Voting Agreement as of the date first above written.

THE INVESTORS:

MERITECH FRANCHISE FUND L.P.

By: Meritech Franchise Associates L.L.C.
Its: General Partner

By: 
Name: Alex Clayton
Title: Managing Member
Address: 245 Lytton Avenue, Suite 125
Palo Alto, CA 94301

**MERITECH FRANCHISE AFFILIATES
L.P.**

By: Meritech Franchise Associates L.L.C.
Its: General Partner

By: 
Name: Alex Clayton
Title: Managing Member
Address: 245 Lytton Avenue, Suite 125
Palo Alto, CA 94301