# Flock Safety + GA - DeKalb County PD

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

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frock safety



# **ORDER FORM**

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

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

GA - DeKalb County PD Customer: Legal Entity Name: GA - DeKalb County PD

dkpdfinancialsvcs@dekalbcountyga.govAccounts Payable Email:

1300 Commerce Drive Decatur, Georgia

Initial Term: 120 Months Renewal Term: 24 Months Payment Terms: Net 30 Billing Frequency: Annual Retention Period: 30 Days

#### **Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			
Flock Safety Bundles			
Flock Safety - Safe City	Included	1	Included
Flock Safety Flock OS			
Enhanced LPR Upgrade	Included	1	Included
FlockOS Premium Solution	Included	1	Included
FlockOS Premium	Included	1	Included
Flock911	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	271	Included
Flock Safety Drone Hardware and Services			
Flock Aerodome DFR - Radar	Included	2	Included
Flock911 for Aerodome	Included	1	Included
Flock Aerodome DFR - M350 + Dock (2 System Set)	Included	2	Included
Flock Safety Video Products			
Flock Mobile Security Trailer - Subscription	Included	3	Included
Community Partnership Video Camera	Included	18	Included
Video Integration Gateway 2.0 - 16 Streams, fka Wing	Included	18	Included
Solar Video Camera PTZ, fka Condor	Included	62	Included
Solar Video Camera Fixed, fka Condor	Included	158	Included
Flock Safety Audio Products			
Flock Safety Gunshot Detection - 1mi, fka Raven	Included	2	Included
Flock Safety Platform Add Ons			
Flock Nova - Customer Data	Included	1	Included

Flock Nova - OSINT Data	Included	1	Included
Flock Safety Platform - FreeForm Add-On	Included	1	Included
Flock FreeForm™ - Included Integrated Video			
Streams	Included	10	Included

# **Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	271	\$0.00
Video Camera Professional Services - Standard Implementation Fee	\$0.00	18	\$0.00
Professional Services - Video Integration Gateway Implementation Fee	\$0.00	18	\$0.00
Professional Services - Flock911 Implementation Fee	\$0.00	1	\$0.00
Video Camera Professional Services - Standard Implementation Fee	\$0.00	62	\$0.00
Video Camera Professional Services - Standard Implementation Fee	\$0.00	158	\$0.00
		Subtotal Year 1:	\$561,400.00
		Discounts:	\$364,650.00
		Estimated Tax:	\$0.00
		Contract Total:	\$16,800,400.00

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

The Term shall commence upon execution of the Agreement.

# **Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$561,400.00
Year 2	\$625,000.00
Year 3	\$750,000.00
Year 4	\$1,000,000.00
Year 5	\$1,500,000.00
Year 6	\$2,250,000.00
Year 7	\$2,528,500.00
Year 8	\$2,528,500.00
Year 9	\$2,528,500.00
Year 10	\$2,528,500.00
Contract Total	\$16,800,400.00

<sup>\*</sup>Tax not included

# **Discounts**

Discounts Applied	Amount (USD)
Flock Safety – Multi-Year Discount	\$13,139,600.00
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$364,650.00

**Product and Services Description** 

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint <sup>™</sup> technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Aerodome DFR - Radar	Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS <sup>TM</sup> software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
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.
Flock Aerodome DFR - M350 + Dock (2 System Set)	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes two Matrice (M350) drones, two cameras, batteries, and two battery-swapping docks. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock Safety Gunshot Detection - 1mi, fka Raven	Gunshot detection - 1 square mile of coverage. Number of units deployed depends on geography and density of area. Gunshot detection is license by coverage area, not number of units.
Flock Mobile Security Trailer - Subscription	Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through: - Blue Deterrence Light - 2 x PTZ Video Camera - 1 360 Degree Multisensor Camera - Audio Talk Down
Flock Nova - Customer Data	Flock Nova data integration and intelligence platform subscription, enabling data centralization from agency computer-aided dispatch (CAD), record management system (RMS), digital evidence management system (DEMS), and shared inter-agency networks.
Flock Nova - OSINT Data	Flock Nova data integration and intelligence platform subscription. Includes access to open source intelligence (OSINT) and shared inter-agency data.
Enhanced LPR Upgrade	The Enhanced LPR Package is a software add-on for any of the FlockOS™ tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.
FlockOS Premium Solution	FlockOS Premium Solution
Solar Video Camera PTZ, fka Condor	Solar-powered PTZ camera with dual lenses.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powerd Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. AC power is also available if needed.
Community Partnership Video Camera	Designed to enhance community safety, the Flock Community Partnership Camera is a solar-powered video camera, cellular-enabled solution provided to businesses. With an LED deterrent light, it deters crime while reinforcing collaboration between businesses and law enforcement
Video Integration Gateway 2.0 - 16 Streams, fka Wing	Video Integration Gateway 2.0 box with 16TB data and 8 channel AI capability, 30 days of storage
FlockOS Premium	FlockOS Premium provides agencies with the tools, training, and regional support needed to establish and operate a full-scale, future-ready crime operations center. It includes all features of FlockOS Plus while streamlining RTCC implementation and coordination without added complexity.
Flock911	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Video Integration Gateway Implementation Fee	
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Professional Services - Flock911 Implementation Fee	One-time Professional Services engagement to set up Flock911.
Flock FreeForm <sup>TM</sup> - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.
Flock Safety - Safe City	Flock Safety - Safe City

FlockOS Features & Description

FlockOS Features	Description
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into $FlockOS^{TM}$ to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time Alerting on Flock Hardware	Receive LPR, video, and audio alerts on a single interface, providing real-time event details, locations, and nearby cameras.
Real-Time Traffic Layer	Overlay live traffic data onto your agency's operational map, integrating it with CAD calls, body camera locations, and police vehicle positions.
Camera Direction Indicator Tool	The Camera Direction Indicator in FlockOS visually displays the viewing angles of live video and/or LPR cameras on the Flock Map.
Map Attachments	Easily managed through the Flock Admin portal, Map Attachments enables agencies to store and access key operational data for dispatchers, patrol officers, and command staff.
Custom Map Layers	Powered by ESRI, the FlockOS Map supports 3D visualizations, floor plans, GIS data layering, and allows users to upload custom map layers for a tailored mapping experience
Real-Time Routing	Promote safety by anticipating a defined area where a vehicle could be located that alerts on an LPR camera through advanced analytics.
Recent LPR Images	View recent snapshots from nearby LPRs in a map-based modal to help operators visually scan for vehicles matching a description and identify plates in real time.
Flock Aerodome Drone Location & Live Viewing	FlockOS integrates Aerodrome drones to stream live video and GPS data directly into the platform, providing real-time aerial visibility for law enforcement operations.
Computer Aided Dispatch (CAD) Connection	Seamlessly incorporates your CAD system into FlockOS™. This crucial connection ensures that calls-for-service, locations, and actionable intelligence are displayed side-by-side, driving efficient call resolutions.
Receive External CAD	View supported CAD calls for service shared by neighboring agencies, providing real-time visibility into active incidents to improve cross-jurisdictional coordination.
Automatic Vehicle Location (AVL) Connection Inside Agency	Displays real-time patrol officer locations from your agency in a unified map view by integrating Automatic Vehicle Location (AVL) data through supported product integration; with an API being provided for other vendors if specific integration is not available.
Body Worn Camera Live Location	Displays real-time patrol officer locations in a unified map view by integrating Body-Worn Camera Location (BWC) data through supported product integrations; with an API being provided for other vendors if specific integration is not available.
FirstTwo Connection	Law enforcement agencies with an existing FirstTwo account can integrate it with FlockOS to access real- time open source intelligence data, including information about residents at specific locations, details about people e.g. phone number, names, ages, to enhance situational awareness and response coordination.
Drone Integration	Access live drone video feeds, locations, and device statuses from supported products in one unified map view; with an API being provided for locations and device statuses for other vendors if specific integration is not available.
External Automatic Vehicle Location (AVL) Connection	Integrates AVL data from connected agencies, providing a centralized operational view of officer and vehicle locations to enhance interagency collaboration.
Map Based Viewing of 3rd Party Video Inside Agency	Consolidate integrated third-party cameras onto a single operational view, making it easy to locate, activate, and monitor live video feeds in real time.
Access to Live Video Outside of Agency Jurisdiction	Agencies can view live and recorded footage from neighboring agencies' cameras- whether from schools, traffic cameras, or third-party video feeds in a centralized system for cross-jurisdictional collaboration.
Video Integration with Cloud, Gateway, VMS	Agencies can access and manage video feeds from connected public and private camera systems in one secure platform via Flock's Video Integration products.
Public/Private Partnership MOU Creation	Flock Safety facilitates the legal agreements needed for public-private video sharing, ensuring compliance

	and reducing administrative workload for law enforcement agencies
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
Custom Community Partnership Website	The Community Partnership Website is a customized, professionally designed platform that helps businesses and residents register their cameras, access public safety resources, and actively support local law enforcement efforts.
Community Rollover Program	The Flock Safety Community Rollover Program allows law enforcement agencies to establish public-private camera partnerships with flexibility. Any unused community camera connections can be converted into Flock Safety equipment, such as LPR cameras, live video cameras, or audio detection devices, ensuring all investments contribute to public safety.
Community Partnership Support Team	The Flock Safety Community Partnership Support Team provides guidance and resources to help agencies engage local businesses and residents, build public support, and establish effective safety partnerships.
Dedicated Customer Success Manager	A dedicated Customer Success Manager serves as your agency's primary contact, providing expert assistance to streamline deployment, maximize efficiency, and ensure long-term success with FlockOS.
Personalized Training by Flock's RT Consulting Team	Flock Safety offers onsite training and consulting led by former law enforcement professionals (one consultant for six hours) to facilitate seamless integration, enhance user proficiency, and optimize the implementation of FlockOS.
Unlimited Users	Unlimited users for FlockOS
Utilization of Flock Safety Mobile App	Increase case clearance on-the-go with real-time alerts and searchable LPR data for mobile devices via the Flock Safety Mobile App, available on Android and iOS devices.
Live Location Sharing from Flock Safety Mobile App	Live Location Sharing in the Flock Safety Mobile App allows officers to share their real-time location with dispatch and command staff through FlockOS Map, enhancing coordination and safety.

## PRODUCT ADDENDUM

# UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the "Flock Services") and Flock Hardware;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

# 1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

- 1.1 <u>Flock Services and Hardware</u>. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the "Flock Hardware") listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with a designated number of batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer's error, additional spares, etc.) at Flock's then current list price, which will be made available to Customer upon request.
- **1.2** <u>FAA Regulatory Waivers.</u> Flock will assist Customer in acquiring any required Federal Aviation Administration ("FAA") regulatory waivers.
- 1.3 <u>Delivery</u>. Flock shall make the Flock Hardware available to Customer at Customer's delivery address set forth in the Order Form ("Delivery Point"). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock's notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.
- 1.4 <u>Pilot Services</u>. Upon Customer's request, Flock will make available an employee or independent contractor pilot (each a "Pilot") to Customer for purposes of operating the Flock Hardware (hereafter the "Pilot Services") at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer's use of the Pilot Services shall not alleviate any of Customer's obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer's premises.

#### 2. LOSS AND DAMAGE OF FLOCK HARDWARE

**2.1** Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

- **2.2** Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.
- **3. FEES.** The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.
- **4. TERM.** The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the "**Term**"). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.
- expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock's radar and radio frequency sensors. Such Flock Drone IP shall be Flock's Confidential Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Customer Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, "Flock Drone IP"). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

## **SCHEDULE A**

#### SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below.

# 1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

#### 2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers ("VOs") to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

### 3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

# 4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("PIC"), who is an FAA-certified pilot. Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("SOP") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more.

#### **SCHEDULE B**

#### **SPECIFICATIONS**

Customer must abide by the following standards:

# Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each
  drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("CAD") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

#### LAW ENFORCEMENT - PRODUCT ADDENDUM - SUBSCRIPTION OPTION

# TRAILER AS A SERVICE PROGRAM FOR FLOCK SAFETY MOBILE SECURITY TRAILERS

WHEREAS, Customer has an interest in employing a public safety device to assist with deterring criminal activity and to assist with certain public safety investigations, to the extent permitted by law;

WHEREAS, Flock Safety offers a mobile security deterrence package to be considered part of the ("Flock Services");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

# 1. GENERAL TERMS OF DELIVERY AND SERVICE.

- hereby agrees to utilize a mobile security trailer Deterrence Package. By executing this document, the Customer hereby agrees to utilize a mobile security trailer deterrence package, an infrastructure-free public safety solution designed to provide a public safety presence to deter crime while capturing evidence for potential criminal investigation ("Flock Safety Mobile Security Trailer"). The Flock Safety Mobile Security Trailer shall include certain agreed-upon trailer hardware ("Trailer Hardware"), integrated Flock Hardware, and other key features as listed and agreed upon in the Order Form including access to the FlockOS® software.
- 1.2 <u>Delivery</u>. The delivery of the Flock Safety Mobile Security Trailer shall be made at the location as specified in the relevant sales order or as otherwise agreed upon in writing by the Parties. ("Delivery Point"). Delivery of the Flock Safety Mobile Security Trailer to the agreed-upon Delivery Point shall be entirely at Flock's (as defined below) risk and expense. The sales order shall include the shipping terms, all required business information of the Customer, the shipping address, and if applicable, the shipment address of the certificate of origin related to an order ("Sales Order"). If for any reason the Customer fails to accept delivery of the Flock Safety Mobile Security Trailer in accordance with the terms provided in the Sales Order, or if delivery of the Flock Safety Mobile Security Trailer cannot be completed at the Delivery Point within a reasonable time after the delivery date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate instructions, documents, or authorizations: (i) Customer shall bear the risk of loss to the Flock Safety Mobile Security Trailer; and (ii) the Flock Safety Mobile Security Trailer shall be deemed to have been delivered. Once the Flock Safety Mobile Security Trailer is made available at the Delivery Point, Customer is responsible for any resulting use of the Flock Safety Mobile Security Trailer by all Authorized Users and all third parties who may gain access to the same. In the event that Customer disassembles the Flock Safety Mobile Security Trailer for any reason, Flock shall bear no responsibility for reassembly.
- **1.3** Trailer Hardware. The Parties hereby acknowledge and agree that: **A)** Flock Safety expressly disclaims any implied warranty as to the fitness for a particular purpose and any other warranties, implied or otherwise, related to the Trailer Hardware; **B)** Flock Safety shall maintain full ownership of the Trailer Hardware and the Trailer Hardware shall be subject to the terms and conditions set forth in the Agreement; and **C)** The Customer shall be responsible for providing Flock Safety with prompt written notice requesting warranty claim support within a commercially reasonable amount of time from when the Customer has actual or constructive knowledge of the need for support and/or maintenance; **D)** Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Trailer Hardware; and **E)** any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.
- 1.4 <u>Flock Hardware</u>. The Parties hereby agree and acknowledge that: A) Flock Safety Hardware as listed and agreed upon under the Order Form shall be subject to the terms and conditions set forth in the Agreement; B) Flock Safety maintains ownership of all the Flock Hardware; C) Flock Safety shall be fully responsible for supporting the hardware and software components related to the Flock Hardware including but not limited to

troubleshooting, warranty claim support, and other related or corresponding activities as set forth in the Agreement; **D**) Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Flock Hardware; and **E**) any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

- 1.5 Risk of Loss. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Safety Mobile Security Trailer.
- **2. FLOCK SAFETY FEES.** The 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.
- **3. TERM.** Unless otherwise indicated on the Order Form, the term of this Addendum shall be deemed to have commenced as of the Effective Date of the Agreement and shall continue until terminated as provided under the Agreement (the "Term").

# SAFE CITY PROGRAM ADDENDUM

This SAFE CITY PROGRAM ADDENDUM ("Addendum") is attached to the Order Form between Flock and Customer. This Addendum supplements the Order Form solely as described herein, and all other terms of the Agreement remain unchanged and in full force and effect.

**WHEREAS**, Customer recognizes the need for a long-term, stable partnership with a trusted public safety technology provider to ensure uninterrupted access to critical tools, support, and innovation, and desires to secure pricing predictability and ongoing system updates by entering into a long term agreement with Flock to enhance public safety and operational effectiveness;

**WHEREAS**, Flock is an established provider of public safety technology and services, with the expertise, infrastructure, and commitment to deliver and maintain the Flock Services and Flock Hardware for the full term of the Agreement, ensuring consistent innovation, support, and reliability over the duration of this long-term partnership;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

- 1. **CAPITALIZATION.** Any capitalized terms used in this Addendum will have the same meaning as in the Agreement, unless expressly defined otherwise.
- 2. **DISCOUNT REIMBURSEMENT UPON EARLY TERMINATION**. All discounts reflected in this Order Form are expressly conditioned on Customer's commitment to the full Term. In the event of termination under Section 11.15 (Non-Appropriation), Customer shall reimburse Flock for any discounts applied from the Effective Date of this Agreement through the effective date of termination. The reimbursement amount will be calculated as the difference between the cumulative Average Annual Recurring Value (AARV) and the cumulative discounted annual amounts paid or due during that period. AARV is defined as the total contract value divided by the number of contracted years.
- 3. **ENTIRE AGREEMENT AND ALLOCATION OF CREDIT.** This Addendum modifies and supersedes the previously executed Agreement between the Parties, Contract No. 2000081 signed 12/31/2024, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Addendum, all previously Order Forms pertaining to the Services provided shall be superseded. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of the new agreement.

# 4. DEPLOYMENT PLAN ADJUSTMENTS AND HARDWARE REALLOCATION.

Customer shall have the right to right-size and make adjustments to its Deployment Plan and reallocate allocated funds towards other Flock Hardware on a dollar-for-dollar basis. Flock agrees to waive all installation fees associated with such reallocations. This option may be exercised a maximum of two (2) times over the ten (10) year term of this Agreement, specifically at the end of Year 3 and at the end of Year 6 of the Initial Term. Any such adjustments and reallocations must be mutually agreed upon in writing by both Customer and Flock.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. As well as the Prepared911 Terms and Conditions, available at <a href="https://www.prepared911.com/prepared-live-terms-and-conditions">https://www.prepared911.com/prepared-live-terms-and-conditions</a>.

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

FLOCK GROUP, INC.	Customer: GA - DeKalb County PD	
By:	By:	
Name:	Name:	
Title:	Title:	
Date:	Date:	
	PO Number:	