

## **Flock Safety + Collin County**

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

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(972) 561-6737

**flock safety**



EXHIBIT A  
**ORDER FORM**

Customer:	Collin County	Initial Term:	24 Months
Legal Entity Name:	Collin County	Renewal Term:	36 Months
Accounts Payable Email:	jkleinheksel@co.collin.tx.us	Payment Terms:	Net 30
Address:	4300 Community Ave Mckinney, Texas 75071	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$286,000.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety LPR, fka Falcon	Included	48	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	2	Included
<b>Flock Safety Video Products</b>			
Flock Mobile Security Trailer - Subscription	Included	4	Included
<b>Flock Safety Platform Add Ons</b>			
Flock Safety Platform - FreeForm Add-On	Included	1	Included
Flock FreeForm™ - Included Integrated Video Streams	Included	10	Included
Traffic Analytics Package	Included	1	Included

Flock Safety Platform - FreeForm Add-On	Included	1	Included
Flock FreeForm™ - Included Integrated Video Streams	Included	10	Included
<b>Flock Safety Professional Services</b>			
Professional Services - Subscription - MASH Tested Pole Implementation - Non-Coastal Region	Included	48	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$266,000.00
<b>Subtotal Year 2:</b>	\$306,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$572,000.00

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

**Special Terms:**

- OMNIA Contract #R250203

## **Billing Schedule**

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At Contract Signing	\$266,000.00
<b>Annual Recurring after Year 1</b>	\$306,000.00
<b>Contract Total</b>	\$572,000.00

\*Tax not included

## **Discounts**

<b>Discounts Applied</b>	<b>Amount (USD)</b>
Flock Safety Platform	\$21,586.00
Flock Safety Add-ons	\$18,414.00
Flock Safety Professional Services	\$48,000.00

## Product and Services Description

Flock Safety Platform	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
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 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
Traffic Analytics Package	Software platform to understand vehicle and traffic counts leveraging one of the nations largest roadway sensor network
Flock FreeForm™ - Included Integrated Video	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.
Professional Services - Subscription - MASH Tested Pole Implementation - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
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
Flock FreeForm™ - Included Integrated Video	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.

**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.**

**1.1. 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. Delivery.** 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. Flock Hardware.** 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**").

**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 Master Services Agreement attached.**

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

**FLOCK GROUP, INC.**

**Customer: Collin County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_