

Flock Safety • CA - Los Angeles PD

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

MAIN CONTACT:
Louis Wershaw
louis.wershaw@flocksafety.com
44243462342

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: CA - Los Angeles PD
Legal Entity Name: CA - Los Angeles PD

Term: 180 Days
Retention Period: 5 Years

Accounts Payable Email:

Address: 100 West 1st Street Los Angeles, California
90012

6 Months of LPR Services at \$0 to LAPD and the City of LA
For the avoidance of doubt, Customer shall not incur any fees for the duration of the Term, and Customer's use of Flock's system shall be governed by the Memorandum of Understanding between Customer and Flock.

Hardware and Software Products

Annual recurring amounts over subscription term

Flock Safety Platform				
Flock Safety LPR Products				
Flock Safety Falcon ®	Included	50	Included	
Extended Data Retention [5-Year]	Included	50	Included	

Professional Services and One Time Purchases

One Time Fees				
Flock Safety Professional Services				
Professional Services - Standard Implementation Fee	Included	50	Included	
Contract Total:				\$0.00

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.

Product and Services Description

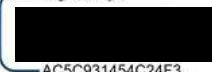
Product	Description
Flock Safety Falcon®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Extended Data Retention	Extended data retention for five years for one Law Enforcement grade Falcon 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.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions in the previously executed Memorandum of Understanding.

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

FLOCK GROUP, INC.

Signed by:

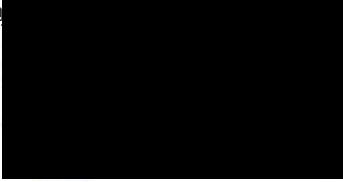
By:  AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 1/23/2025

Customer: CA

By: 

Name: _____

Title: _____

Date: _____

PO Number: _____

Approved:

20

Hydee Feldstein Soto, City Attorney

By: _____

Memorandum of Understanding
Between
The Los Angeles Police Department (LAPD)
And
Flock Group Inc.

Regarding Temporary Use of Flock Safety Falcon LPR Cameras

1. Purpose

This Memorandum of Understanding ("MOU") outlines the terms and conditions under which Flock Group Inc. ("Flock") will donate the use of its Safety Falcon License Plate Reader (LPR) technology to the Los Angeles Police Department ("LAPD" or "Department") for a period of six months at no cost to the Department or the City of Los Angeles ("City"). The purpose of the donation is to help the Department deter, detect, and investigate any looting activity in the restricted areas affected by recent fires in the City of Los Angeles.

2. Key Operational Aspects

Flock will provide the following resources:

- Up to 50 Flock Safety Falcon Systems ("Flock Equipment")
- Installation and removal of the LPRs by Flock employees or agents
- Cloud storage for collected data
- Technical means for Department Personnel to access the collected data
- Training for Department Personnel as needed
- Insurance related to the installation and removal of the Flock Equipment

The Department will provide the following resources:

- Police escort and traffic control during installation of the Flock Equipment
- Coordination with the Department of Street Services on use of City poles

Flock hereby grants to City a non-exclusive, non-transferable right to access the features and functions of the Flock Equipment and services during the term, solely for use by the City. The footage will be available for City user to access and download via the Flock web interface for the retention period. City will be required to sign up for an account and select a password and username. City shall be responsible for all acts and omissions of City users. City shall undertake reasonable efforts to make all City users aware of all applicable provisions of this MOU and shall cause City users to comply with such provisions.

Flock shall have the right to collect, analyze, and anonymize City Data and City generated data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the services and related systems and technologies, including the training of machine learning algorithms. City 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. The parties understand that the aforementioned license is required for continuity of services. Flock does not own and shall not sell Anonymized Data. For purposes of this MOU, "Anonymized Data" means City 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.

3. Confidentiality

LAPD is the sole and exclusive owner of all data and information provided to Flock by or on behalf of LAPD pursuant to this Agreement, as well as any data collected by the Flock Equipment in the City of Los Angeles ("City Data"). Flock shall retain all data collected for five years at no charge to the Department or City. Flock shall not use City Data for any purpose other than as specified in Section 1, nor shall Flock sell, assign, lease, dispose of, or otherwise use City Data for any other purpose. City may require Flock to export City Data stored within Flock's systems or held by Flock, in any form or format, at no charge to City within 3 business days of any request.

4. Term and Termination

This MOU shall terminate six months from the date it is signed, unless terminated earlier. Either party may terminate this MOU with 14 days' written notice. Upon termination, Flock will remove all Flock-provided hardware within a reasonable time, and LAPD will be given the opportunity to download all City Data, as defined in Section 3, remaining on Flock's servers before it is deleted.

5. Waiver, Indemnification and Hold Harmless Agreement

Flock agrees to and hereby does release, discharge, waive and relinquish any and all claims, demands, actions, or causes of action for personal injury, property damage, or wrongful death that may arise from the installation and removal of the Flock Equipment, and agrees that under no circumstances will Flock prosecute or present any such claims, demands, actions, or causes of action against the Department or City arising from this agreement. To the extent that any claim of injury, loss, damages, or liability against the City arising from an act or omission of Flock or its agents, or by defective or malfunctioning Flock Equipment or software used in connection with the Flock Equipment, Flock agrees to indemnify, defend, and hold harmless the City from any and all such claims, including reasonable attorney's fees and/or any other associated costs.

6. Insurance Requirement

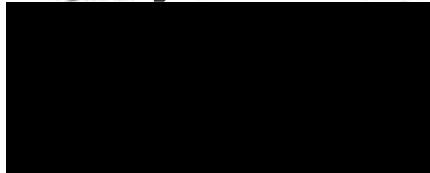
Flock hereby agrees to provide and maintain, at its own expense, insurance that has coverage and limits not less than: \$1,000,000 for workers' compensation; and \$1,000,000 for general liability. Such insurance must add the City as an additional named insured to cover the City's liability arising out of the acts of Flock employees or agents during the installation and removal of the Flock Equipment. Such insurance must include a waiver of subrogation that waives the insurer's right to recover from the City any worker's compensation paid to the injured employee or agent of Flock. Flock agrees to provide LAPD with proof of insurance that meets these

requirements prior to installation of the Flock Equipment. All required insurance must be maintained in full force for the duration of this agreement.

Acknowledgment and Acceptance

By signing below, both parties acknowledge their understanding of, and agreement to, the terms outlined in this MOU.

Los Angeles Police Department



Title: _____

Date: _____

Flock Group Inc.

Signed by:



By: _____ AC5C931454C24F3...

Name: Mark Smith _____

Title: General Counsel _____

Date: 1/23/2025 _____

Approved:

20_____

Hydee Feldstein Soto, City Attorney

By: _____