

FUND/FUND TYPE 000 000 CITY DEFAULT ACCOUNTS.

Signature: 69 02/27/24signature: BSM222 02/28/24Signature: /Batch Batch Date Month Operator IP Vis.Code Balance  
863911 03/01/24 JOP \$99 42000002000 Y

Sheet	Vendor/Invoice Description	Invoice Vis.Code	Description	Inv Date	Due Date	PO/PO Line	Quantity	PO Amount	Invoice Amount	GL T	Refund	Tip

1 A5229 INV-32906  
FLOCK GROUP INC

I M 020924 030624 OP64701 001 1.000 201,600.00 201,600.00 Y ✓

1 1 50001684051 CRIME DATA CENTER - GF FLOCK SAFETY FALCON

201,600.00 W: Ver44001 73% used

## Batch Summary

Amount

Total Invoices	201,600.00
Total Discounts	0.00
Total Holdbacks	0.00
<b>Net</b>	<b>201,600.00</b>

Entered Amount	201,600.00
Batch Total	201,600.00
Batch Variance	0.00
Number of Invoices	1

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-32906  
Invoice Date: 2/9/2024  
Due Date: 3/10/2024  
Payment Terms: Net 30  
PO#: OP 64701

Bill To: CA - San Jose PD  
201 West Mission Street  
San Jose, California, 95110

Ship To: CA - San Jose PD  
201 West Mission Street  
San Jose, California 95110

Billing Company Name: CA - San Jose PD  
Billing Contact Name: Loan Nguyen  
Billing Email Address: loan.nguyen@sanjoseca.gov  
Billing Phone:

Payment Terms: Net 30  
Contracted Billing Structure: Annual

Notes:

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Extended data retention (Up to 1 Year)	72	\$300.00	\$0.00	\$21,600.00
Flock Safety Falcon ®	72	\$2,500.00	\$0.00	\$180,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services:

Subtotal: \$201,600.00  
Credit: \$0.00  
Sales Tax: \$0.00  
Total: \$201,600.00

APPROVED FOR PAYMENT

By: LT. R. Sung # 3279  
Via Coder: CDIC 0168-4051

RECD FEB 26 2024

### Payment Remittance Information

Pay by Check:

Pay by ACH:

If you have questions about your invoice or need to update your billing contact information, please email  
[billing@flocksafety.com](mailto:billing@flocksafety.com).

Name	Latitude
#005 Vine St SB @ Grant	37.32401001
#006 First St SB @ Willow	37.320892
#007 Almaden Ave NB @ Grant	37.3244208
#008 West Virginia St WB @ Harliss	37.32035173
#009 Vine St SB @ Willow	37.31885095
#010 Almaden Ave NB @ Edwards	37.31943741
#011 Lucretia Ave NB @ Story	37.32943882
#012 Lucretia Ave SB @ Vintage	37.32562599
#013 McLaughlin Ave SB @ Audubon	37.32710954
#014 McLaughlin Ave NB @ Story	37.33230111
#015 Story Rd EB @ Via Ferrari	37.33370039
#016 Story Rd WB @ Via Ferrari	37.33400257
#017 Story Rd WB @ Lucretia	37.33018134
#018 Story Rd EB @ Lucretia	37.33048324
#019 McLaughlin Ave SB @ Melbourne	37.33728721
#020 E William St WB @ S 19th	37.3386686
#021 S 24th St NB @ E William	37.34156308
#022 Bonita Ave NB @ San Antonio	37.34527207
#023 McLaughlin Ave NB @ Melbourne	37.3381263
#024 McLaughlin Ave SB @ Sunny Ct	37.34034069
#025 King Rd SB @ Hwy 680	37.34261098
#026 King Rd NB @ Hwy 680	37.34246784
#027: King Rd NB @ Everglade	37.33760209
#028 King Rd SB @ Story	37.33822613
#029 Story Rd WB @ King	37.34017051
030: Story Rd EB @ King	37.33994173
#031 Story Rd EB @ Karl	37.34550591
#032 Story Rd WB @ Karl	37.34555989
#033 Lido Way WB @ King	37.34187397
#034 Lido Way EB @ King	37.34161427
#035 Hopkins Dr SB @ Kennedy	37.34175297
#036 Story Rd EB @ Capitol	37.35151533
#037 Story Rd WB @ Capitol	37.35135119
#038 Story Rd EB @ Lyndale	37.35399365
#039 Story Rd WB @ Lyndale	37.35426014
#040 McGinness Ave SB @ Story	37.35308194
#041 McGinness Ave NB @ Story	37.35191166
#042 Mervyns Way SB @ Capitol	37.35390369
#043 McGinness Ave SB @ Murtha	37.34938179
#044 Sundown Ln NB @ Monteagle	37.35018563
#045 Payne Ave WB @ Lexington	37.30165024
#046 Payne Ave EB @ Essex	37.3014501
#047 Payne Ave EB @ Greenbriar	37.30150581
#048 Payne Ave WB @ Greenbriar	37.30163083
#049 Winchester Blvd NB @ Payne	37.30209391
#050 Winchester Blvd SB @ Payne	37.30147215

#051 Winchester Blvd NB @ Colonial	37.29646028
#052 Winchester Blvd SB @ W Rosemary	37.29496493
#053 Eden Ave SB @ Impala	37.2958724
#054 Eden Ave NB @ Impala	37.29614693
#055 Hamilton Ave WB @ Beck	37.29421654
#056 Hamilton Ave EB @ Beck	37.29392144
#057 Hamilton Ave WB @ Leigh	37.29452086
#058 Hamilton Ave EB @ Hurst	37.29431709
#059 Sunset Ave SB @ Alexis Ct	37.34470441
#060 David Ave EB @ Monica Ln	37.29749026
#061 Winchester Blvd NB @ Payne	37.29982028
#062 Roeder Rd NB @ Monterey	37.26064424
#063 Roeder Rd SB @ Monterey	37.26093493
#064 Gazania Dr SB @ Monterey	37.26361153
#065 Edenvue Dr SB @ Monterey	37.26265386
#066 Discovery Ave NB @ Grey Ghost	37.26600459
#067 Roeder Rd NB @ Grey Ghost	37.26581639
#068 Page Mill Dr NB @ Grey Ghost	37.26591672
#069 Edenvue Dr NB @ Grey Ghost	37.26610331
#070 Monterey Rd NB @Gazania	37.26351154
#071 Diana Ave SB @ Angie Ave	37.34580874
#072 McCreery Ave SB @ Story	37.34205856
#073 Bonita Ave SB @ William	37.34383556
#074 Capitol Ave NB @ Murtha	37.34796742
#075 NB Harliss @ Willow	37.31755157
#076 NB S 22nd @ Citadelle	37.3364634



**CITY OF  
SAN JOSE**

CAPITAL OF SILICON VALLEY

TO:

FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318

VENDOR NO.

A5229

PAYMENT TERMS

N30

F.O.B.  
DEST PREPAID

SHIP VIA  
GROUND

UNIT PRICE

VENDOR CONTACT  
JESSE MUND

AMOUNT

DATE	EXPIRATION DATE	BUYER
02/22/24	06/21/25	Brianna Duran 408-535-7049
DELIVERY ADDRESS	INVOICE ADDRESS	
CSJ Police Department 201 West Mission St. San Jose, CA 95110	CSJ/POLICE DEPARTMENT - FISCAL 201 WEST MISSION STREET SAN JOSE, CA 95110	

PERIOD: 06/20/24 - 06/21/25

PRICING PURSUANT TO FLOCK GROUP, INC/FLOCK SAFETY'S QUOTE# Q-63121 DATED 02/01/24.

OPTION 2 OF 10.

TERMS AND CONDITIONS PER EXECUTED GOVERNMENT AGENCY AGREEMENT DATED 02/25/22 BETWEEN THE CITY OF SAN JOSE AND FLOCK GROUP INC AND ATTACHMENTS B AND B-1, INFORMATION TECHNOLOGY AND SECURITY REQUIREMENT'S AND PRIVACY AND DISCLOSURE POLICY RESPECTIVELY. THE TERMS AND CONDITIONS LISTED IN ATTACHMENT A TO THIS PO ARE SUPERSEDED BY THE TERMS AND CONDITIONS OF THE EXECUTED AGREEMENT, AND VENDOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH CITY'S REQUIREMENTS AND POLICY AS SPECIFIED IN ATTACHMENTS B AND B-1.

SPECIFICATIONS AND REQUIREMENTS PER CITY OF SAN JOSE RFP PUR-RFP2C22.10.10129 ARE INCORPORATED BY REFERENCE HEREIN.

DEPT CONTACT: LT. ROBERT LANG [REDACTED]  
BILLING CONTACT: LOAN NGUYEN 408-537-1622  
VENDOR CONTACT: JESSE MUND 713-899-6379

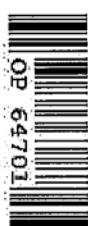
This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

*Garrett Dowgiallo*  
Garrett Dowgiallo  
2024-02-23 14:41:36-08'00'

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

Additional attachments (check attachments)  
 Information Technology & Security Requirements  
 Privacy & Disclosure Policy  
 Other

**TOTAL ↗** CONTINUED



## PURCHASE ORDER NUMBER:

OP 64701

CITY OF  
SAN JOSE  
CAPITAL OF SILICON VALLEY

TO:

FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318

VENDOR NO. A5229 PAYMENT TERMS N30

F.O.B. DEST PREPAID SHIP VIA GROUND

UNIT PRICE VENDOR CONTACT JESSE MUND

AMOUNT

EXPIRATION DATE 06/21/25  
BUYER Brianna Duran 408-535-7049  
DELIVERY ADDRESS CSJ Police Department  
201 West Mission St.  
San Jose, CA 95110  
INVOICE ADDRESS CSJ/POLICE DEPARTMENT - FISCAL  
201 WEST MISSION STREET  
SAN JOSE, CA 95110

VENDOR EMAIL: JESS.MUND@FLOCKSAFETY.COM

PREV OP 64085 / RQ 38255 / CC 017200

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

**TOTAL** ↗ 201,600.00

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

Additional attachments (check attachments)

Information Technology & Security Requirements  
 Privacy & Disclosure Policy  
 Other

OUT-OF-STATE-VENDORS:  
DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE

CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/USE TAX DIRECTLY TO THE STATE OF CALIFORNIA.

AP401

**FUND/FUND TYPE 000 000 CITY OF SAN JOSE / INVOICE ENTRY EDIT LIST**

Signature: John B. 03/11/25 Signature: MWB 03/12/25 Signature: / / /

Batch	Batch	Date	Month	Operator	AI	Vis.Code	Balance
98851	03/11/25	9	JOP	999	4200000000000	Y	

Group ID  
AP001

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Sheet Vendor/Invoice Description      Invoice          Inv Date Due Date PO/PO Line      Quantity      PO Amount Invoice Amount GL T      Refund Tp
Seq Vis.Code                          Vis.Code Description      Transaction Description      OH UT      Amount
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1	A5229	INV-49044	I M 100324 031925 OP64701 002	201600.000	201,600.00	201,600.00 Y ✓
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1 1 5000001684051 CRIME DATA CENTER - GF FLOCK SAFETY FALCON

אַתָּה בְּנֵי אֶחָד כִּי תְּבִרְכֵנִי

FLOCK GROUP INC  
FLOCK SAFETY FALCON

1 508000504051

<b>Net</b>	
Total Invoices	1,041,600.00
Total Discounts	0.00
Total Holdbacks	0.00

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Entered Amount	1,041,600.00
Batch Total	1,041,600.00

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### Number of Invoices

2

7

## Batch Summary

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840,000.00 840,000.00 003 013125 031925 0064/01 013125 M W I

7

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-49044  
 Invoice Date: 10/3/2024  
 Due Date: 11/2/2024  
 Payment Terms: Net 30  
 PO#:

Bill To: CA - San Jose PD  
 San Jose, California, 95110

Ship To: CA - San Jose PD  
 201 West Mission Street  
 San Jose, California 95110

Billing Company Name: CA - San Jose PD  
 Billing Contact Name: Loan Nguyen  
 Billing Email Address: loan.nguyen@sanjoseca.gov  
 Notes: 4/25/25

Payment Terms: Net 30  
 Contracted Billing Structure: Annual

Year 1 of 12 Month Term, 2024 - 2025 Floating Renewal For Reporting (BOS-2988) Per signed agreement. Period 4/26/24 through

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	72	\$2,500.00	\$0.00	\$180,000.00
Extended data retention (Up to 1 Year)	72	\$300.00	\$0.00	\$21,600.00
FlockOS ™	1	\$0.00	\$0.00	\$0.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
 Link to Location of Services:

Subtotal:	\$201,600.00
Sales Tax:	\$0.00
Credit:	\$0.00
Payments:	\$0.00
Balance Due:	\$201,600.00

APPROVED FOR PAYMENT

*Li-Isoldi* # 3608

168 - 4051

If you have questions about your invoice or need to update your billing contact information, please email  
[billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-49044  
Invoice Date: 10/3/2024  
Due Date: 11/2/2024  
Payment Terms: Net 30  
PO#:

### Payment Remittance Information

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-49044  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

**Pay by ACH:**

Account Legal Name: Flock Group Inc.  
Account Number: [REDACTED]  
Account Type: Checking  
Routing / SWIFT Code: [REDACTED]

*If paying by check, please include the remittance slip below.*

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - San Jose PD
Or		Invoice #	INV-49044
If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	\$201,600.00
		Amount Enclosed:	\$ _____

FLOCK ALPR #80-151

#080 WB Brokaw Rd @ Old Oakland Rd  
#081 SB Old Oakland Rd @ Brokaw Rd  
#082 EB Murphy Ave @ Old Oakland Rd  
#083 NB Old Oakland Rd @ Brokaw Rd  
#084 NB Almaden Expy @ Blossom Hill Rd  
#085 WB Blossom Hill Rd @ Almaden Expy  
#086 SB Almaden Expy @ Blossom Hill Rd  
#087 EB Blossom Hill Rd @ Almaden Pkwy  
#088 NB Saratoga Ave @ Moorpark Ave  
#089 WB Moorpark Ave @ Saratoga Ave  
#090 SB Saratoga Ave @ Moorpark Ave  
#091 EB Moorpark Ave @ Saratoga Ave  
#092 SB N First St @ Oakcrest Estates  
#093 NB N First St @ Holger Way  
#094 NB N First St @ Cursor Ct  
#095 SB N First St @ Hwt 237 On Ramp  
#096 SB N First St @ Holger Way  
#097 EB Holger Way @ N First St  
#098 SB Lundy Ave @ Murphy Ave  
#099 WB Murphy Ave @ Lundy Ave  
#100 NB Lundy Ave @ Hostetter Rd  
#101 EB Hostetter Rd @ Lundy Ave  
#102 EB Coleman Ave @ Newhall Dr  
#103 WB Coleman Ave @ Newhall Dr  
#104 SB Newhall Dr @ Coleman Ave  
#105 EB Blossom Hill Rd @ Santa Teresa Blvd  
#106 NB Santa Teresa Blvd @ Blossom Hill Rd  
#107 WB Blossom Hill Rd @ Santa Teresa Blvd  
#108 SB Santa Teresa Blvd @ Blossom Hill Rd  
#109 SB Winchester Bl at Alyssum Ln  
#110 EB Stevens Creek Blvd @ Winchester Blvd  
#111 NB Saratoga Ave @ Prospect Rd  
#112 WB Prospect Rd @ Saratoga Ave  
#113 SB Saratoga Ave @ Prospect Rd  
#114 EB Campbell Ave @ Saratoga Ave  
#115 SB Junction Ave @ Brennan St  
#116 NB Junction Ave @ Brennan St  
#117 EB Brennan St @ Junction Ave  
#118 NB Monroe St @ Stevens Creek Blvd  
#119 WB Stevens Creek Blvd @ Monroe St  
#120 EB Stevens Creek Bl @ Monroe St

#121 SB Monroe St @ Stevens Creek Blvd  
#122 SB Monroe St @ Forest Ave  
#123 EB Forest Av @ Ciro Av  
#124 WB Forest Ave @ Monroe St  
#125 NB Monroe St @ Forest Ave  
#126 SB Winchester Blvd @ Olin Ave  
#127 NB Winchester Blvd @ Olin Ave  
#128 WB Olsen Dr @ Winchester Blvd  
#129 SB Winchester Blvd @ Olsen Dr  
#130 EB Olsen Dr @ Winchester Blvd  
#131 NB Winchester Blvd @ Olsen Dr  
#132 SB Snell Ave @ E Capitol Expy  
#133 NB Snell Ave @ E Capitol Expy  
#134 EB Capitol Expy @ Snell Ave  
#135 WB E Capitol Expy @ Snell Ave  
#136 WB Tully Rd @ Lanai Ave  
#137 SB King Rd @ Tully Rd  
#138 NB King Rd @ Tully Rd  
#139 EB Tully Rd @ King Rd  
#140 NB Capitol Ave @ McKee Rd  
#141 WB McKee Rd @ Capitol Ave  
#142 EB McKee Rd @ Capitol Ave  
#143 SB Capitol Ave @ McKee Rd  
#144 SB Snell Ave @ Blossom Hill Rd  
#145 EB Blossom Hill Rd @ Snell Ave  
#146 NB Snell Ave @ Blossom Hill Rd  
#147 WB Blossom Hill Rd @ Snell Ave  
#148 WB Quimby Rd @ Capitol Expy  
#149 NB Capitol Expy @ Quimby Rd  
#150 WB Stevens Creek Blvd @ Winchester Blvd  
#151 SB Santana Row @ Stevens Creek Blvd

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-57256  
Invoice Date: 1/31/2025  
Due Date: 3/2/2025  
Payment Terms: Net 30  
PO#: OP 64085

Bill To: CA - San Jose PD  
201 West Mission Street  
San Jose, California, 95110

Ship To: CA - San Jose PD  
201 West Mission Street  
San Jose, California 95110

Billing Company Name: CA - San Jose PD  
Billing Contact Name:  
Billing Email Address:

Payment Terms: Net 30  
Contracted Billing Structure: 50%/25%/25%

Notes: CA - San Jose ORC Project (ORC): Year 2 of 36 Month Term, 2025 - 2026

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	300	\$2,500.00	\$0.00	\$750,000.00
Extended data retention (Up to 1 Year)	300	\$300.00	\$0.00	\$90,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services: <https://planner.flocksafety.com/public/3dd51e84-c972-4c89-a951-1611902b8344>

Subtotal: \$840,000.00  
Sales Tax: \$0.00  
Credit: \$0.00  
Payments: \$0.00  
Balance Due: \$840,000.00

001-50-800050-4051

"ORT Y2 Flock service"

REC'D FEB 03 2025

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-57256  
Invoice Date: 1/31/2025  
Due Date: 3/2/2025  
Payment Terms: Net 30  
PO#: OP 64085

### Payment Remittance Information

#### Pay by Check:

Payable to: Flock Group Inc  
Memo: INV-57256  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

#### Pay by ACH:

Account Legal Name: Flock Group Inc.  
Account Number: [REDACTED]  
Account Type: Checking  
Routing / SWIFT Code: [REDACTED]

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

#### Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc Account: CA - San Jose PD  
USPS: PO Box 121923  
[REDACTED] Dallas, TX 75312-1923

Or

If sending via Flock Group Inc Amount Due: \$840,000.00  
UPS, FedEx or 891923  
USPS: 1501 North Plano Rd. ste 100  
Richardson, TX 75081

Amount Enclosed: \$ \_\_\_\_\_



## PURCHASE ORDER NUMBER:

OP 64085

# SAN JOSE

CITY OF  
SAN JOSE

CAPITAL OF SILICON VALLEY

TO:  
FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318

DATE 08/31/23	EXPIRATION DATE 06/21/24	BUYER Tayler Burke 408-535-7049
DELIVERY ADDRESS CSJ Police Department 201 West Mission St. San Jose, CA 95110	INVOICE ADDRESS CSJ/POLICE DEPARTMENT - FISCAL 201 WEST MISSION STREET SAN JOSE, CA 95110	

VENDOR NO.	PAYMENT TERMS	F.O.B. DEST PREPAID	SHIP VIA GROUND	VENDOR CONTACT JESSE MUND
LINE	QTY.	UNIT	DESCRIPTION OF ARTICLES OR SERVICES	UNIT PRICE AMOUNT
A5229	N30		This purchase order supersedes the previously issued purchase order OP 64085. All changes are indicated by an asterisk (*) by the appropriate line number.	

This purchase order supersedes the previously issued purchase order OP 64085. All changes are indicated by an asterisk (\*) by the appropriate line number.

COP - PORTABLE AUTOMATIC LICENSE PLATE READER - HARDWARE

PERIOD: 08/31/2023 - 06/21/2024

TERMS AND CONDITIONS PER EXECUTED GOVERNMENT AGENCY AGREEMENT DATED 02/25/22 BETWEEN THE CITY OF SAN JOSE AND FLOCK GROUP INC AND ATTACHMENTS B AND B-1, INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS AND PRIVACY AND DISCLOSURE POLICY RESPECTIVELY. THE TERMS AND CONDITIONS LISTED IN ATTACHMENT A TO THIS PO ARE SUPERSEDED BY THE TERMS AND CONDITIONS OF THE EXECUTED AGREEMENT, AND VENDOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH CITY'S REQUIREMENTS AND POLICY AS SPECIFIED IN ATTACHMENTS B AND B-1.

SPECIFICATIONS AND REQUIREMENTS PER CITY OF SAN JOSE RFP PUR-RFP2022.10.10129 ARE INCORPORATED BY REFERENCE HEREIN.

PRICING PURSUANT TO FLOCK GROUP INC RESPONSE DATED 3/14/2023 AND QUOTE NUMBER Q-40095 DATED 11/20/23:  
 - FALCON ALPR CAMERA: \$2,500.00/EA  
 - ONE-YEAR UNLIMITED DATA STORAGE: \$300.00/EA

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

Additional attachments (check attachments)

Labor Compliance Addendum

Scope of Services/Work

Other

**TOTAL ↳** CONTINUED

OUT-OF-STATE-VENDORS:  
DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/USE TAX DIRECTLY TO THE STATE OF CALIFORNIA.



# SAN JOSE

CITY OF  
SAN JOSE

CAPITAL OF SILICON VALLEY



## PURCHASE ORDER NUMBER: OP 64085

TO:

FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318

VENDOR NO.

A5229

PAYMENT TERMS

N30

DESCRIPTION OF ARTICLES OR SERVICES



TO:  
FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318

## PURCHASE ORDER NUMBER: OP 64701

DATE 02/22/2024	EXPIRATION DATE 06/21/2025	BUYER Brianna Duran 408-535-7049
DELIVERY ADDRESS CSJ Police Department 201 West Mission St. San Jose, CA 95110		INVOICE ADDRESS

VENDOR NO. A5229			PAYMENT TERMS N30	F.O.B. DEST PREPAID	SHIP VIA GROUND	VENDOR CONTACT JESSE MUND	
LINE	QTY	UNIT	DESCRIPTION			UNIT PRICE	AMOUNT
			<p>This purchase order supersedes the previously issued purchase order OP 64701.</p> <p>RENEWAL - 72 ALPR CAMERAS</p> <p>PERIOD: 06/20/24 - 06/21/25 (OPTION 1 OF 9)</p> <p>PRICING PURSUANT TO FLOCK GROUP, INC/FLOCK SAFETY'S QUOTE# Q-63121 DATED 02/01/24.</p> <p>TERMS AND CONDITIONS PER EXECUTED GOVERNMENT AGENCY AGREEMENT DATED 02/25/22 BETWEEN THE CITY OF SAN JOSE AND FLOCK GROUP INC AND ATTACHMENTS B AND B-1, INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS AND PRIVACY AND DISCLOSURE POLICY RESPECTIVELY. THE TERMS AND CONDITIONS LISTED IN ATTACHMENT A TO THIS PO ARE SUPERSEDED BY THE TERMS AND CONDITIONS OF THE EXECUTED AGREEMENT, AND VENDOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH CITY'S REQUIREMENTS AND POLICY AS SPECIFIED IN ATTACHMENTS B AND B-1.</p> <p>SPECIFICATIONS AND REQUIREMENTS PER CITY OF SAN JOSE RFP PUR-RFP2022.10.10129 ARE INCORPORATED BY REFERENCE HEREIN.</p> <p>DEPT CONTACT: LT. ROBERT LANG [REDACTED] BILLING CONTACT: LOAN NGUYEN 408-537-1622 VENDOR CONTACT: JESSE MUND 713-899-6379 VENDOR EMAIL: JESS.MUND@FLOCKSAFETY.COM</p> <p>PREV OP 64085 / RQ 38255 / CC 017200</p>				



TO:  
FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318

## PURCHASE ORDER NUMBER: OP 64701

DATE 02/22/2024	EXPIRATION DATE 06/21/2025	BUYER Brianna Duran 408-535-7049
DELIVERY ADDRESS CSJ Police Department 201 West Mission St. San Jose, CA 95110		INVOICE ADDRESS

VENDOR NO. A5229			PAYMENT TERMS N30	F.O.B. DEST PREPAID	SHIP VIA GROUND	VENDOR CONTACT JESSE MUND	
LINE	QTY	UNIT	DESCRIPTION			UNIT PRICE	AMOUNT
<p>This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.</p> <p>Director of Finance or authorized designee</p>							
<p>The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.</p> <p>Additional attachments (check attachments)</p> <p><input type="checkbox"/> Labor Compliance Addendum</p> <p><input type="checkbox"/> Scope of Services/Work</p> <p><input checked="" type="checkbox"/> Other (Attachment B and Attachment B-1)</p>							
<p><b>Total</b> 1,243,200.00</p> <p><b>OUT-OF-STATE-VENDORS:</b> DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/USE TAX DIRECTLY TO THE STATE OF CALIFORNIA.</p>							

**ATTACHMENT A - CITY OF SAN JOSE PURCHASE ORDER  
STANDARD TERMS AND CONDITIONS**

- 1 **DEFINITIONS:** "City" shall mean the City of San José. "Vendor" shall mean the provider of goods and/or services which are the subject of this purchase order. "Director" shall mean the Director of Finance or Director's authorized designee.
- 2 **CONTRACT:** This purchase order, which consists of these standard terms and conditions, and any attachments hereto, evidences City's acceptance of Vendor's offer to provide to City the goods and/or services which are the subject of this purchase order and constitutes a binding contract therefore upon the terms and conditions set forth herein without further action or agreement of Vendor. In the event of conflict between these standard terms and conditions and the provisions of any attachment hereto these standard terms and conditions shall control.
- 3 **SCHEDULE OF GOODS AND/OR SERVICES; TIME OF PERFORMANCE:** Vendor shall supply those goods and/or services which are specified herein, in accordance with the schedule and during the term which are specified herein. Time is of the essence in this purchase order. Notwithstanding this Section, the Parties agree that the ability of the Parties to provide and use the goods and/or services under this purchase order may be limited if business activities are subject to local, state, or federal mandates and advisories for managing public health and safety or other force majeure. The Parties agree that the provision of goods and/or services and the payment for such goods and/or services may be postponed or suspended following execution of this purchase order by the City and that the Parties are not required to act on this purchase until the City issues a written notice to proceed.
- 4 **COMPENSATION; SCHEDULE OF PAYMENT:** The compensation to be paid and the method of payment to Vendor for goods and services shall be as set forth herein. Unless otherwise provided herein, payment shall not be due until thirty (30) calendar days after the later to occur of the date performance under this purchase order is completed to the satisfaction of City and the date City receives an acceptable invoice. No payment shall represent a waiver of City's right to inspect for defects. Unless otherwise provided herein, Vendor shall be responsible for all costs and expenses incident to the performance of this purchase order, including without limitation all costs of equipment provided by Vendor, all fees, fines, licenses, bonds, or taxes required of or imposed against Vendor, and all other of Vendor's costs of doing business.
- 5 **CURRENT PRICES OF GOODS:** Vendor shall work with the City upon request to demonstrate that prices charged to the City are fair and reasonable compared to the prices Vendor charges to other public entities for the same or substantially similar goods and services.
- 6 **DISCOUNT PERIODS:** Payment discount periods shall be calculated from the later of the date this purchase order is completed or the date City receives an acceptable invoice, to the date City's payment is sent.
- 7 **SALES TAXES:** Vendor shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods and/or services; provided, however where a tax exemption is available, such tax shall be subtracted from the total compensation and identified. Municipalities are exempt from federal excise and transportation taxes, including the excise tax on gasoline. Exemption certificates will be furnished upon request.
- 8 **PACKING AND SHIPPING OF GOODS; TITLE AND RISK OF LOSS:** All goods shall be delivered "free on board destination" to the location specified herein, full freight prepaid except for special or expedited orders. Deliveries of goods shall be made without charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. City's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by City shall be shipped in separate boxes or containers for each destination at no extra charge. Title to and risk of loss on all goods shall pass to City only upon delivery by Vendor in the manner specified herein and City's acceptance of such goods.
- 9 **WARRANTIES:** Vendor warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured or performed pursuant to detailed design furnished by City, Vendor assumes design responsibility, and warrants that all goods and services shall be delivered or performed free of design defect and suitable for the purposes intended by City, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Vendor's warranties shall run to City and shall not be deemed to be exclusive. City's inspections, approval, acceptance, use of or payment for all or any part of the goods or services shall in no way affect its warranty rights whether or not a breach of warranty had become or should have become evident at the time.
- 10 **CHANGES:** City shall have the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director. Upon receipt of any such notice, Vendor shall promptly make the changes in accordance with the terms of the notice. If any such changes cause an increase or decrease in the cost of or time for performance, an equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Vendor shall promptly deliver to City, and in any event within ten (10) calendar days after receipt of such notice, a statement showing the effect of any such changes in the cost of or time for performance. Failure of Vendor to submit the statement within the above time limit shall constitute its consent to perform the change without increase in compensation or time for performance.
- 11 **TERMINATION FOR DEFAULT OR CONVENIENCE:** City may, by written notice to Vendor, terminate this purchase order in whole or from time to time in part for default: (i) if Vendor fails to deliver the goods or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed do not conform to the requirements of this purchase order or if Vendor fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order in accordance with its terms; or (iii) if the Vendor becomes insolvent. If this purchase order is terminated for default, City, in addition to all other rights afforded by law for Vendor's default, shall have the right to charge Vendor the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and City may set off any such charge against any amounts which may become payable to Vendor under this purchase order or otherwise. City may, by not less than thirty (30) days written notice to Vendor, terminate this purchase order for convenience and without cause. In the event of such termination for convenience, Vendor will be paid for those goods delivered and services performed pursuant to this purchase order to the satisfaction of City up to the date of termination. The Director is empowered to terminate this purchase order on behalf of City.
- 12 **INDEMNITY:** To the fullest extent permitted by law, Vendor agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, against any claim, loss or liability (collectively, "Claims"), including without limitation Claims for injuries or death to persons or damage to or destruction of property, caused by or resulting from the acts or omissions of Vendor, its officers, agents, employees or subcontractors, in the performance of this purchase order, or the breach by Vendor of any of its obligations under this purchase order.
- 13 **INSURANCE REQUIREMENTS:** If applicable, Vendor agrees to have and maintain the insurance policies specified herein. All policies, endorsements, certificates, and/or binders shall be subject to review and approval by the Risk Manager of the City of San José as to form and content. These insurance requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Vendor agrees to provide City with a copy of applicable certificates and/or endorsements before work commences under this purchase order.
- 14 **COMPLIANCE WITH THE LAW:** Vendor shall in the performance of this purchase order comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.
- 15 **GOVERNING LAW:** City and Vendor agree that the law governing this purchase order shall be that of the State of California.
- 16 **VENUE:** In the event that suit shall be brought by either party to this purchase order, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

- 17 **ASSIGNMENT OF CONTRACT:** Vendor shall not assign any of the work to be performed under this purchase order nor shall Vendor subcontract for complete or substantially completed goods or major components thereof without the Director's prior written consent. Vendor may assign monies due under this purchase order. City will
- 18 **WAIVER:** Vendor agrees that City's waiver of any breach or violation of any provision of this purchase order shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Vendor's performance will not be a waiver of any provision of this purchase order.
- 19 **INDEPENDENT CONTRACTOR:** It is understood and agreed that Vendor shall act as and be an independent contractor and not an employee, agent, joint venturer, or partner of City. As an independent contractor, Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. Both parties acknowledge that Vendor is not an employee for state or federal tax purposes. Vendor shall retain the right to perform services for others during the term of this purchase order.
- 20 **CONFIDENTIAL INFORMATION:** All data, documents, discussions, or other information developed or received by or for Vendor in performance of this purchase order are confidential and not to be disclosed to any person except as authorized by City, or as required by law.
- 21 **OWNERSHIP OF DATA AND MATERIALS:** The City shall maintain ownership and control of City's data (if applicable) throughout the purchase order period and in perpetuity. Vendor shall have the right to use the City's data solely to perform services under the purchase order with the City. Vendor may not use City's data, a subset of City's data, and/or a summary of City's data, or cause or permit City's data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the purchase order without the express written consent of the City. Furthermore, City and Vendor agree that Vendor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Vendor in the performance of this purchase order and developed using Vendor's facilities or personnel and that City has the right to use such materials as specified in this purchase order, provided City pays any applicable fees to Vendor. City and Vendor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by City's facilities or personnel. Work product that is jointly developed using both City and Vendor personnel and facilities shall be jointly owned and may be utilized by either party without restriction or limitation.
- 22 **VENDOR'S BOOKS AND RECORDS:** Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, for the date of final payment to Vendor pursuant to this purchase order. Vendor shall maintain all documents and records which demonstrate performance under this purchase order for a minimum of three (3) years, or for any period longer required by law, from the date of termination or completion of this purchase order. Any records or documents required to be maintained pursuant to this purchase order shall be made available for inspection or audit, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Vendor's business. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Vendor, Vendor's representatives, or Vendor's successor-in-interest.
- 23 **NON-DISCRIMINATION:**
- a **Prohibition on Discrimination and Preferential Treatment**  
Vendor shall fully comply with Chapter 4.08 of the San José Municipal Code and agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of City contracts.
  - b **Compliance Reports**.  
If directed by the Director of Office of Equality Assurance of the City, Vendor shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the form and field at such times as may be designated by the Director of Office Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office of Equality Assurance to determine whether Vendor or its subcontractor is complying with the nondiscrimination and non-preference provisions of this Agreement and Chapter 4.08 of the Municipal Code.
  - c **Failure to Comply with Nondiscrimination Provisions**.  
If the Director of Office of Equality Assurance determines that the Vendor has not complied with the nondiscrimination or non-preference provisions of this Agreement, the City may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject Vendor and/or subcontractor to debarment proceedings pursuant to provisions of the San José Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San José Municipal Code and is a misdemeanor.
  - d **Subcontracts**.  
Vendor shall include provisions a through c above, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.
  - e **Waiver of Nondiscrimination Provisions**.  
The nondiscrimination provisions of this Agreement may be waived by the Director of Office of Equality Assurance, if the Director of Office of Equality Assurance determines that the Vendor has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the Vendor or other governmental agency are substantially the same as those imposed by the City.
- 24 **GIFTS:** Vendor represents that it is familiar with the City's prohibition against the acceptance for any gift by a City officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code. Vendor agrees not to offer any City officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this purchase order by vendor. In addition to any other remedies City may have in law or equity, City may terminate this purchase order for such breach.
- 25 **CONFLICT OF INTEREST:** Vendor shall avoid all conflict of interest or appearance of conflict of interest in performance of this purchase order.
- 26 **DISQUALIFICATION OF FORMER EMPLOYEES:** Vendor is familiar with the provisions relating to the disqualification of former officers and employees of City in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). Vendor shall not utilize either directly or indirectly any officer, employee, or agent who would be in violation of the Revolving Door Ordinance.
- 27 **WAGE THEFT:** Vendor must comply with all applicable federal, state, and local wage and hour laws, regulations, and policies, as required by the City's current Council Policy 0-44, Wage Theft Prevention Policy. Vendor shall include these requirements in each subcontract entered into in furtherance of this purchase order so that such requirements are binding on each subcontractor.

# flock safety

## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of this Agreement (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Services**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”);

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

#### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency or collected for Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. Intentionally omitted.

1.3 “**Authorized End User(s)**” shall mean any authorized individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the Flock software and/or firmware embedded or preinstalled on the Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Hardware in the course of providing the Flock Services .

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock, including any applicable installation of Embedded Software on Hardware.

1.11 “**Non-Agency End User(s)**” shall mean any individual, entity, or derivative therefrom utilizing the Flock Services under the rights granted to them through a separate Flock agreement.

1.12 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 **Intentionally omitted.**

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

1.17 “**Term**” means the period of performance set forth in an executed purchase order issued by the Agency.

## 2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator and any Authorized End Users to access via the Web Interface for a period of one (1) year following completion of the Term for Agency retrieval purposes as required by California State Law. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services 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 Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Flock does not provide additional warranties on behalf of third-party hosting providers. If Agency does not agree to comply with the terms and policies of any third-party service provider upon which Flock’s Services rely to function, Flock may terminate its Services to Agency.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

## 2.4 Usage Restrictions.

**a. Flock IP.** The purpose for usage of the Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to: (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, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (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 any of the Services or Flock IP; (vi) use the Services, support, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

**b. Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware, unless required to do so due to an emergency situation. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the Flock IP and its components not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the Flock IP and its components for any purpose in Flock’s sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’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) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency, the expiration of the Term will be extended by the duration of any suspension (for any continuous suspension lasting at least one full day) and prorated for the proportion of cameras on the Agency’s account that have been impacted.

## 2.7 Installation Services.

2.7.1 **Designated Locations.** For installation of Flock Hardware, prior to performing the physical installation of Hardware, Flock shall advise Agency on the recommended location and positioning of the Hardware to achieve optimal license plate image capture, as conditions and location allow. Flock shall finalize location, position and angle of the Hardware (each Hardware location so designated by Agency, a “**Designated Location**”). Flock shall have final discretion on location of Hardware; however, will under no circumstances place Hardware in any location that is expressly against Agency’s approval. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware and final discretion on the location of Hardware Reinstalls. However, Flock will under no circumstances place or reinstall Hardware in any location that is expressly against Agency’s approval.

2.7.2 **Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available, Agency is solely responsible for providing a reliable source of 120V AC power to the Hardware, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other Agency-request supplementary costs for services performed in connection with installation of the Hardware, including but not limited to specialized contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”) in an Agency-issued purchase order. In the event that a Designated Location for the Hardware requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Hardware from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. The Hardware will operate on solar power only unless specifically requested otherwise by Agency, in which case, Agency shall be responsible for any third-party costs associated with the provision of the alternative power. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation, subject to the provisions of 2.7.1 and as specified in an Agency-issued purchase order.

2.7.3 **Flock’s Obligations.** Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Flock Hardware and Services for the length of the Term and will

receive access to the Footage for a period of three (3) business days after the initial installation solely to monitor performance and provide any necessary maintenance as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

**2.7.4 Security Interest.** Flock Hardware shall remain the personal property of Flock and will be removed upon at the end of the Term or upon termination of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. In the event such removal will interfere with traffic, Flock shall coordinate such removal with Agency. 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 Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its Services under this Agreement does not contemplate work in any areas that contain 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 in the area affected until such materials are removed or rendered harmless.

**2.9 Support Services.** Subject to the payment of fees as authorized by an Agency-issued purchase order, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties and must be memorialized in an Agency-issued purchase order prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com). Flock will use commercially reasonable efforts to respond to requests for support.

**2.10 Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support. Such Special Terms will require a written addendum to this Agreement.

**2.10 Changes to Platform.** Flock may, in its sole discretion, make any changes to any Flock system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to Agency , (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Such changes shall not alter Flock's service obligations under this Agreement.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Additionally, Agency Obligations shall include any additional provisions specified in an Agency-issued purchase order.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the 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 video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the

Services it believes may be (or alleged to be) in violation of this Agreement or any applicable laws and regulations.

#### 4. CONFIDENTIALITY; AGENCY DATA

**4.1 Confidentiality.** All data, documents, discussions, features, functionality, performance, or other information developed or received by or for one Party in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by the other Party or as required by law. The receiving Party warrants that all employees utilized by it in performing Services are under a written obligation to the receiving Party requiring the employee to maintain the confidentiality of information of the other Party to the extent permitted by law. 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 will a Party apply less than reasonable precautions to protect such information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such information. Nothing in this Agreement will prevent the receiving Party from disclosing the information, including the Footage and Agency Data, pursuant to any judicial order, provided that the receiving Party gives the disclosing Party reasonable prior notice of such disclosure to contest such order.

**4.2 Agency Data.** All right, title and interest in the Agency Data, solely belong to the Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). Flock will automatically delete Footage older than one (1) year. This provision shall survive termination of this Agreement or the Term.

**4.3 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of that feedback.

**4.4 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Term) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

#### 5. PAYMENT OF FEES

**5.1a Wing Fees.** For Flock Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as specified and pre-approved by Agency in an Agency-issued purchase order, together the “*Initial Fees*”) on or before the 30th day following receipt of the Flock invoice. Flock shall have no liability due to any payment delay by the Agency in installing the Hardware and providing the Flock Services. If applicable, Agency shall pay the ongoing Usage Fees set forth in an Agency-issued purchase order with such Usage Fees due and payable prior to each payment period and following receipt of an Agency-approved Flock invoice. All payments will be made by either ACH, check, or credit card.

**5.1b Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described in an Agency-issued purchase order, together the “Initial Fees”) on or before the 30th day following receipt of Flock’s initial invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and upon Agency approval, Agency shall pay on or before 30<sup>th</sup> day following receipt of an Agency-approved invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and, upon Agency approval, Agency shall pay on or before the 30<sup>th</sup> day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto.

**5.2 Changes to Fees.** Flock reserves the right to change the fees or applicable charges. The Agency shall reflect any Agency-approved fees and charges in an Agency-issued purchase order. If Agency believes that Flock has billed Agency incorrectly, Agency will contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department.

**5.3 Invoicing; Taxes.** Flock shall issue invoices in accordance with the Agency-issued purchase order. Agency shall pay Flock based on net thirty (30) day payment terms, provided Agency has issued a purchase order for such invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than taxes based on Flock’s net income and taxes, employee compensation, contributions, and benefits (such as, but not limited to, workers’ compensation benefits) which Flock is required to pay relating to the employment of employees.

## 6. TERM AND TERMINATION

**6.1a Wing Term.** Subject to earlier termination as provided below, the Initial Term of this Agreement shall be for the period of time set forth on the Agency-issued purchase order. Following the Initial Term, unless otherwise indicated on the Agency-issued purchase order, this Agreement may be renewed for successive renewal terms for the greater of one year and the length set forth on the Agency-issued purchase order (each, a “Renewal Term”, and together with the Initial Term the Service Term”) upon written notice of renewal prior to the end of the then-current term. , .

**6.1b Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Agency-issued purchase order (the “Initial Term”). Following the Initial Term, unless otherwise indicated on the Agency-issued purchase order, this Agreement may be renewed for successive renewal terms for the greater of one year and the length set forth on the Agency-issued purchase order (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) upon written notice of renewal prior to the end of the then-current term.

**6.2 Termination for Convenience.** At any time during the agreed upon Term, Agency may terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. This fee is the minimum amount required for Flock to remove the Hardware. Upon termination for convenience, a refund will be provided for Hardware, prorated for any prepaid unused fees for the remaining Term length set forth. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering unpaid amounts for Services provided through the date of termination. Flock will notify Agency at least one (1) week prior to removal of all Flock Hardware, and Flock shall at Flock’s own convenience, complete removal within a commercially reasonable period of time upon termination.

**6.3 Termination.** Notwithstanding the termination provisions in Section 2.4(b), 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 to the satisfaction of the non-breaching Party prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (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. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**6.5 No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

**6.6 Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## 7. REMEDY; WARRANTY AND DISCLAIMER

**7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock, or one of its contractors, shall repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Hardware provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Hardware at no additional cost. In the event that a Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Hardware at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency caused the malfunction or failure of the Flock Hardware or Embedded Software by using it in a manner not permitted under this Agreement.

**7.3 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. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or its 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.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. 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 AND THE AGREEMENT, 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. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF CALIFORNIA.

**7.5 Insurance.** Flock will maintain insurance policies in compliance with Agency's insurance requirements and provide Certificates of Insurance to demonstrate compliance.

**7.6 Force Majeure.** Neither Party is responsible or liable for any delays or failures in performance arising out of or caused by, directly or indirectly, forces beyond its control, including, but not limited to, acts of God, embargoes, war, terrorist acts, riots, fires, earthquakes, floods, power blackouts, strikes, severe weather conditions, or acts of hackers. Flock is not responsible or liable for internet service providers or any other third party or acts or omissions of Agency or any Authorized End Users.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS, OFFICERS, AFFILIATES, REPRESENTATIVES, 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, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR CRIME PREVENTION; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT NOT TO EXCEED TWO MILLION DOLLARS (\$2,000,000) THIS LIMITATION OF LIABILITY SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF CALIFORNIA AND DOES NOT APPLY TO CLAIMS RELATING TO DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR INFRINGEMENT.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

**8.4 Indemnity.** Flock shall defend, indemnify, and hold harmless Agency, its officers, employees, and agents against any claim, loss, damages, expenses, or liability that - directly or indirectly or in whole or in part – arise out of, pertain to, or result in any way from work performed under this Agreement due to the willful, reckless, or negligent acts (active or passive) or omissions by Flock's officers, employees, agents, or subcontractors in the performance of Installation Services on Agency property. The acceptance of said services and duties by Agency shall not operate as a waiver of such right of indemnification. This provision shall survive the termination of this Agreement. Furthermore, Flock agrees to defend and indemnify Agency of all direct losses, costs, and damages resulting from a determination that the products or services supplied to Agency infringe any third party patent rights, copyrights, or trademarks provided that Agency (1) promptly notifies Flock in writing upon Agency becoming aware of the existence of any such suit, action, proceeding threat; (2) allows Flock sole

control of the defense and/or settlement thereof; and (3) provides such reasonable cooperation as Flock may require. In no event shall Agency consent to any judgment or decree or do any other act in compromise of any such claim without Flock's express prior written consent. In no event will Flock be liable for the payment of any amount agreed to in settlement without Flock's express consent. In the event that Agency is enjoined from use of the products or services provided under this Agreement due to a proceeding based upon infringement of patent, copyright or trademark, Flock shall, at its option, either:

- 13.1 Modify the infringing item(s) at Flock's expense, so it becomes non-infringing; or
- 13.2 Replace the infringing item(s) with equal non-infringing item(s), at Flock's expense; or
- 13.3 Procure, at Flock's expense, the necessary licenses for the Agency to continue using the item(s); or
- 13.4 Remove the item(s) and refund the purchase price less a reasonable amount for depreciation.

## 9. RECORD RETENTION

**9.1 Data Preservation.** Flock shall store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules for a period of one (1) year following the Term as specified in an Agency-issued purchase order.

## 10. MISCELLANEOUS

**10.1 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 and enforceable.

**10.2 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party except with the prior written consent of the other Party.

**10.3 Entire Agreement.** This Agreement, together with any addenda and Agency-issued purchase orders, and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, 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 Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

**10.4 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement.

**10.5 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California. The Parties hereto agree that venue will be in a court of competent jurisdiction in the County of Santa Clara or in the United States District Court for the Northern District of California. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.6 Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.7 Export.** Agency 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 agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section

12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

**10.09 Authority.** The below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

**10.10 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 facsimile or e-mail; 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.

**10.11 Counterparts.** This Agreement may be executed in any number of counterparts and by each Party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**10.12 Use of Electronic Signatures.** Unless otherwise prohibited by law or Agency policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Agency.

IN WITNESS HEREOF, the parties represent that this Amendment is executed by duly authorized representatives for each Party as set forth below:

**City of San José (Agency)**

a mu



By \_\_\_\_\_

Vickie J. Davis

IT & Strategic Procurement Manager

**APPR**



By \_\_\_\_\_

Diana Yuan

Deputy City Attorney

**Flock Group, Inc.,** a Delaware corporation  
authc



By \_\_\_\_\_

Alex Latraverse

Chief Revenue Officer



By \_\_\_\_\_

Michael Molina

Director, Head of Legal

FUND/FUND TYPE 000 000 CITY DEFAULT ACCOUNTS.  
INVOICE ENTRY EDIT LIST

Signature: BJ 030724 Signature: M3R24 03/07/24 Signature: / /

Batch Batch Date Month  
864890 03/07/24 9

Operator AP/VIS CODE  
JOP 999 42000002000

Balance  
Y

Sheet Vendor/Invoice Description Invoice  
Seq Vis.Code Vis.Code Description Transaction Description  
Inv Date Due Date PO/PO Line Quantity PO Amount Invoice Amount GL T Refund Tp

1 A5229 FLOCK GROUP INC  
ORT ALPR CAMERAS  
1 1 508000504051 BSCC RETAIL THFT GRNT PRG2023 ORT ALPR CAMERAS

INV-26319 I M 112023 031324 OP64085 002 525000.00 525,000.00 525,000.00 Y ✓

525,000.00 W: Ver44001 28% used

Batch Summary Amount

Total Invoices	525,000.00
Total Discounts	0.00
Total Holdbacks	0.00
Net	525,000.00

Entered Amount	525,000.00
Batch Total	525,000.00
Batch Variance	0.00

Number of Invoices 1

# flock safety

P.O 64085 - 2

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-26379  
Invoice Date: 11/20/2023  
Due Date: 12/20/2023  
Payment Terms: Net 30  
PO#: OP 64085

Bill To: CA - San Jose PD  
201 West Mission Street  
San Jose, California, 95110

Ship To: CA - San Jose PD  
201 West Mission Street  
San Jose, California 95110

Billing Company Name: CA - San Jose PD  
Billing Contact Name:  
Billing Email Address:  
Billing Phone:

Payment Terms: Net 30  
Contracted Billing Structure: 50%/25%/25%

Notes: CA - San Jose ORC Project (ORC) 1st Year per PO OP 64085 50%

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	300	375,000.00	\$0.00	\$375,000.00
Professional Services - Standard Implementation Fee	300	105,000.00	\$0.00	\$105,000.00
Extended data retention (Up to 1 Year)	300	45,000.00	\$0.00	\$45,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services: <https://planner.flocksafety.com/public/3dd51e84-c972-4c89-a951-1611902b8344>

Subtotal: \$525,000.00  
Credit: \$0.00  
Sales Tax: \$0.00  
Total: \$525,000.00

001-50-800050-4051

"DRT ALPR Cameras"

RECD FEB 29 2024

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com).

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-26379  
Invoice Date: 11/20/2023  
Due Date: 12/20/2023  
Payment Terms: Net 30  
PO#: OP 64085

### Payment Remittance Information

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-26379  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

**Pay by ACH:**

Account Legal Name: Flock Group Inc  
Account Number: [REDACTED]  
Account Type: Checking  
Routing / SWIFT Code:  
[REDACTED]

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - San Jose PD
Or		Invoice #	INV-26379
If sending via UPS, FedEx, or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	\$525,000.00
		Amount Enclosed:	\$ _____



TO:  
**FLOCK GROUP INC**  
 1170 HOWELL MILL ROAD NW  
 SUITE 210  
 ATLANTA GA 30318



OP 64085

**PURCHASE ORDER NUMBER:**

OP 64085

DATE 08/31/23	EXPIRATION DATE 06/21/24	BUYER Tayler Burke 408-535-7049
DELIVERY ADDRESS CSJ Police Department 201 West Mission St. San Jose, CA 95110		INVOICE ADDRESS

VENDOR NO. A5229			PAYMENT TERMS N30	F.O.B. DEST PREPAID	SHIP VIA GROUND	VENDOR CONTACT JESSE MUND	
LINE	QTY.	UNIT	DESCRIPTION OF ARTICLES OR SERVICES			UNIT PRICE	AMOUNT
*			<p>This purchase order supersedes the previously issued purchase order OP 64085. All changes are indicated by an asterisk (*) by the appropriate line number.</p> <p>COP - PORTABLE AUTOMATIC LICENSE PLATE READER - HARDWARE</p> <p>PERIOD: 08/31/2023 - 06/21/2024</p> <p>TERMS AND CONDITIONS PER EXECUTED GOVERNMENT AGENCY AGREEMENT DATED 02/25/22 BETWEEN THE CITY OF SAN JOSE AND FLOCK GROUP INC AND ATTACHMENTS B AND B-1, INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS AND PRIVACY AND DISCLOSURE POLICY RESPECTIVELY. THE TERMS AND CONDITIONS LISTED IN ATTACHMENT A TO THIS PO ARE SUPERSEDED BY THE TERMS AND CONDITIONS OF THE EXECUTED AGREEMENT, AND VENDOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH CITY'S REQUIREMENTS AND POLICY AS SPECIFIED IN ATTACHMENTS B AND B-1.</p> <p>SPECIFICATIONS AND REQUIREMENTS PER CITY OF SAN JOSE RFP PUR-RFP2022.10.10129 ARE INCORPORATED BY REFERENCE HEREIN.</p> <p>PRICING PURSUANT TO FLOCK GROUP INC RESPONSE DATED 3/14/2023 AND QUOTE NUMBER Q-40095 DATED 11/20/23:</p> <ul style="list-style-type: none"> <li>- FALCON ALPR CAMERA: \$2,500.00/EA</li> <li>- ONE-YEAR UNLIMITED DATA STORAGE: \$300.00/EA</li> </ul>				

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

Director of Finance or authorized designee

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

- Additional attachments (check attachments)
- Labor Compliance Addendum  
 Scope of Services/Work  
 Other

**TOTAL ➔**

CONTINUED

**OUT-OF-STATE-VENDORS:**  
 DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/USE TAX DIRECTLY TO THE STATE OF CALIFORNIA.



TO:  
 FLOCK GROUP INC  
 1170 HOWELL MILL ROAD NW  
 SUITE 210  
 ATLANTA GA 30318



**PURCHASE ORDER NUMBER:**

OP 64085

DATE 08/31/23	EXPIRATION DATE 06/21/24	BUYER Tayler Burke 408-535-7049
DELIVERY ADDRESS CSJ Police Department 201 West Mission St. San Jose, CA 95110		INVOICE ADDRESS

VENDOR NO. A5229		PAYMENT TERMS N30	F.O.B. DEST PREPAID	SHIP VIA GROUND	VENDOR CONTACT JESSE MUND	
LINE	QTY.	UNIT	DESCRIPTION OF ARTICLES OR SERVICES		UNIT PRICE	AMOUNT
			- ONE-TIME IMPLEMENTATION FEE: \$350.00/EA - FLOCK OS SOFTWARE INCLUDED AT NO ADDITIONAL COST  DEPT CONTACT: D.C.JAIME JIMENEZ 408-277-4050 BILLING CONTACT: LOAN NGUYEN 408-537-1622 VENDOR CONTACT: JESSE MUND 713-899-6379 VENDOR EMAIL: JESS.MUND@FLOCKSAFETY.COM  RQ 37415 / CC 017200			

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

Digitally signed by Albie Udom  
DN:cn=Albie Udom,ou=City of San Jose,  
ou=Finance-Purchasing,

email=albie.udom@sanjose.ca.gov,r=US  
Director of Finance or authorized designee 08/00'

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

- Additional attachments (check attachments)  
 Information Technology & Security Requirements  
 Privacy & Disclosure Policy  
 Other

**TOTAL →** 1,480,500.00

**OUT-OF-STATE-VENDORS:**

DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/USE TAX DIRECTLY TO THE STATE OF CALIFORNIA.

25/01/14-10:48

City of Sanjose

-CP25

January 14 2025 Page 1

AP401

INVOICE ENTRY EDIT LIST

FUND/FUND TYPE 000 000 CITY OF SAN JOSE

Signature: 6/14/25 Signature: 18/12/22 01/16 RES Signature: / / /

Batch Batch Date Month Operator AP Vis. Code  
893885 01/14/25 7 JOP 999 420000002000

Group ID  
AP001

Batch Date Month Operator AP Vis. Code Balance  
893885 01/14/25 7 JOP 999 420000002000 Y

Sheet	Vendor/Invoice Description	Invoice	Inv Date	Due Date	PO/PO Line	Quantity	PO Amount	Invoice Amount	GL T	Refund Tip
Seq	Vis. Code	Description								
1	A5229	Y1 LAST INSTALLATION								

1 A5229 INV-54685

I M 121924 012225 OP64085 002 210000.00

210,000.00 W: Ver45001 22% used ✓

1 1 508000504051 BSCC RETAIL THFT GRNT PRG2023 Y1 LAST INSTALLATION

Batch Summary Amount

Total Invoices	210,000.00
Total Discounts	0.00
Total Holdbacks	0.00
Net	210,000.00

Entered Amount	210,000.00
Batch Total	210,000.00
Batch Variance	0.00

Number of Invoices

1

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-54685  
Invoice Date: 12/19/2024  
Due Date: 1/18/2025  
Payment Terms: Net 30  
PO#: OP 64085

Bill To: CA - San Jose PD  
201 West Mission Street  
San Jose, California, 95110

Ship To: CA - San Jose PD  
201 West Mission Street  
San Jose, California 95110

Billing Company Name: CA - San Jose PD

Payment Terms: Net 30

Billing Contact Name:

Contracted Billing Structure: 50%/25%/25%

Billing Email Address:

Notes: CA - San Jose ORC Project (ORC): 25% of Year 1 for 36 Month Term PO: OP 64085

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	300	\$625.00	\$0.00	\$187,500.00
Extended data retention (Up to 1 Year)	300	\$75.00	\$0.00	\$22,500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services: <https://planner.flocksafety.com/public/3dd51e84-c972-4c89-a951-1611902b8344>

Subtotal:	\$210,000.00
Sales Tax:	\$0.00
Credit:	\$0.00
Payments:	\$0.00
Balance Due:	\$210,000.00

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.



# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number INV-54685  
Invoice Date: 12/19/2024  
Due Date: 1/18/2025  
Payment Terms: Net 30  
PO#: OP 64085

### Payment Remittance Information

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-54685  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

**Pay by ACH:**

Account Legal Name: Flock Group Inc.  
Account Number: [REDACTED]  
Account Type: Checking  
Routing / SWIFT Code: [REDACTED]

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - San Jose PD
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Or

If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	\$210,000.00
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Amount Enclosed: \$ \_\_\_\_\_





**CITY OF  
SAN JOSE**

CAPITAL OF SILICON VALLEY

TO:

FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318



**PURCHASE ORDER NUMBER:** OP 64085

DATE	EXPIRATION DATE	BUYER
08/31/23	06/21/24	Tayler Burke 408-535-7049
DELIVERY ADDRESS	INVOICE ADDRESS	
CSJ Police Department 201 West Mission St. San Jose, CA 95110	CSJ/POLICE DEPARTMENT - FISCAL 201 WEST MISSION STREET SAN JOSE, CA 95110	
VENDOR NO.	PAYMENT TERMS	VENDOR CONTACT
A5229	N30 . DEST PREPAID	JESSE MUND
LINE	QTY.	UNIT

This purchase order supersedes the previously issued purchase order OP 64085. All changes are indicated by an asterisk (\*) by the appropriate line number.

COP - PORTABLE AUTOMATIC LICENSE PLATE READER - HARDWARE

PERIOD: 08/31/2023 - 06/21/2024

TERMS AND CONDITIONS PER EXECUTED GOVERNMENT AGENCY AGREEMENT DATED 02/25/22 BETWEEN THE CITY OF SAN JOSE AND FLOCK GROUP INC AND ATTACHMENTS B AND B-1, INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS AND PRIVACY AND DISCLOSURE POLICY RESPECTIVELY. THE TERMS AND CONDITIONS LISTED IN ATTACHMENT A TO THIS PO ARE SUPERSEDED BY THE TERMS AND CONDITIONS OF THE EXECUTED AGREEMENT, AND VENDOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH CITY'S REQUIREMENTS AND POLICY AS SPECIFIED IN ATTACHMENTS B AND B-1.

SPECIFICATIONS AND REQUIREMENTS PER CITY OF SAN JOSE RFP PUR-RFP2022.10.10129 ARE INCORPORATED BY REFERENCE HEREIN.

PRICING PURSUANT TO FLOCK GROUP INC RESPONSE DATED 3/14/2023 AND QUOTE NUMBER Q-40095 DATED 11/20/23:  
 - FALCON ALPR CAMERA: \$2,500.00/EA  
 - ONE-YEAR UNLIMITED DATA STORAGE: \$300.00/EA

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

Additional attachments (check attachments)

Labor Compliance Addendum

Scope of Services/Work

Other

**TOTAL ↳** CONTINUED

OUT-OF-STATE VENDORS:  
 DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE  
 CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/TAX  
 DIRECTLY TO THE STATE OF CALIFORNIA.

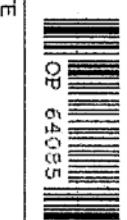


**CITY OF  
SAN JOSE**

CAPITAL OF SILICON VALLEY

TO:

FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318



**PURCHASE ORDER NUMBER:**

OP 64085

DATE	EXPIRATION DATE	BUYER
08/31/23	06/21/24	Tayler Burke 408-535-7049
CSJ Police Department 201 West Mission St. San Jose, CA 95110	CSJ/POLICE DEPARTMENT - FISCAL 201 WEST MISSION STREET SAN JOSE, CA 95110	

VENDOR NO.	PAYMENT TERMS	F.O.B.	SHIP VIA	VENDOR CONTACT	
LINE	QTY.	UNIT	DESCRIPTION OF ARTICLES OR SERVICES	UNIT PRICE	AMOUNT
-					
			- ONE-TIME IMPLEMENTATION FEE: \$350.00/EA		
			- FLOCK OS SOFTWARE INCLUDED AT NO ADDITIONAL COST		
			DEPT CONTACT: D.C.JAIME JIMENEZ 408-277-4050		
			BILLING CONTACT: LOAN NGUYEN 408-537-1622		
			VENDOR CONTACT: JESSE MUND 713-899-6379		
			VENDOR EMAIL: JESS.MUND@FLOCKSAFETY.COM		
			RQ 37415 / CC 017200		

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

Digitally signed by Albie Udom  
DN: cn=Albie Udom, o=City of San Jose,  
ou=Finance-Purchasing,  
emailAddress=uroman@sanjoseca.gov

Director of Finance or Director's authorized designee  
Other

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

Additional attachments (check attachments)  
 Information Technology & Security Requirements  
 Privacy & Disclosure Policy  
 Other

**TOTAL →** 1,480,600.00

**OUT-OF-STATE-VENDORS:**  
DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES TAX DIRECTLY TO THE STATE OF CALIFORNIA.

FUND/FUND TYPE 000 000 CITY OF SAN JOSE

INVOICE ENTRY EDIT LIST

CP25

Signature: hj 01/17/25Signature: M. KozarSignature: 01/21/25Group ID  
AP001

Sheet	Vendor/Invoice Description	Invoice Seq	Vis.Code Description	Transaction Description	Inv Date	Due Date	PO/PO Line	Quantity	PO Amount	Invoice Amount	GL T	Refund Tp
1 A5229	FLOCK GROUP INC	1	INV-53492	IM 121524 012825 OP64085 001	800.00			800.00	800.00	800.00	Y	✓
1 1 508000504051	CAMERA REPLACEMENT		BSCC RETAIL THFT GRNT PRG2023	CAMERA REPLACEMENT					800.00	W: Ver45001 22% used		

## Batch Summary

Amount

Total Invoices	800.00
Total Discounts	0.00
Total Holdbacks	0.00
<b>Net</b>	<b>800.00</b>

Entered Amount	800.00
Batch Total	800.00
Batch Variance	0.00
<b>Number of Invoices</b>	<b>1</b>

# flock safety

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

## INVOICE

Invoice Number: INV-53492  
Invoice Date: 12/15/2024  
Due Date: 1/14/2025  
Payment Terms: Net 30  
PO#:

Bill To: CA - San Jose PD  
San Jose, California, 95110

Ship To: CA - San Jose PD  
201 West Mission Street  
San Jose, California 95110

Billing Company Name: CA - San Jose PD  
Billing Contact Name: Loan Nguyen  
Billing Email Address: loan.nguyen@sanjoseca.gov  
Notes: Replacement - CA - San Jose ORC Project (ORC) (#380 NB S First St @ Alma Ave) 00601295: Year 1 of 12 Month Term  
#380 NB S First St @ Alma Ave  
ref wo 0060129

Payment Terms: Net 30  
Contracted Billing Structure: Annual - First Year at Signing

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Camera Replacement	1	\$800.00	\$0.00	\$800.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services:

~~168-47030~~  
Subtotal: \$800.00  
Sales Tax: \$0.00  
Credit: \$0.00  
Payments: \$0.00  
Balance Due: \$800.00

800050-4051

If you have questions about your invoice or need to update your billing contact information, please email  
[billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.



# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-53492  
Invoice Date: 12/15/2024  
Due Date: 1/14/2025  
Payment Terms: Net 30  
PO#:

### Payment Remittance Information

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-53492  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

**Pay by ACH:**

Account Legal Name: Flock Group Inc  
Account Number: [REDACTED]  
Account Type: [REDACTED]  
Routing / SWIFT Code: [REDACTED]

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - San Jose PD
-------------------------	---	----------	------------------

Or

If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd, ste 100 Richardson, TX 75081	Amount Due:	\$800.00
--	---	-------------	----------

Amount Enclosed: \$ \_\_\_\_\_



**CITY OF  
SAN JOSE**

CAPITAL OF SILICON VALLEY

TO:  
FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA, GA 30318



**PURCHASE ORDER NUMBER:** OP 64085

DATE	EXPIRATION DATE	BUYER
08/31/23	06/21/24	Taylor Burke 408-535-7049
DELIVERY ADDRESS	INVOICE ADDRESS	CSJ POLICE DEPARTMENT - FISCAL
CSJ Police Department 201 West Mission St. San Jose, CA 95110	201 WEST MISSION STREET SAN JOSE, CA 95110	201 WEST MISSION STREET SAN JOSE, CA 95110

VENDOR NO.	PAYMENT TERMS	DESCRIPTION OF ARTICLES OR SERVICES		VENDOR CONTACT	JESSE MUND
LINE	QTY.	UNIT	DEST PREPAID	GROUND	JESSE MUND

This purchase order supersedes the previously issued purchase order OP 64085. All changes are indicated by an asterisk (\*) by the appropriate line number.

COP - PORTABLE AUTOMATIC LICENSE PLATE READER - HARDWARE

PERIOD: 08/31/2023 - 06/21/2024

TERMS AND CONDITIONS PER EXECUTED GOVERNMENT AGENCY AGREEMENT DATED 02/25/22 BETWEEN THE CITY OF SAN JOSE AND FLOCK GROUP INC AND ATTACHMENTS B AND B-1, INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS AND PRIVACY AND DISCLOSURE POLICY RESPECTIVELY. THE TERMS AND CONDITIONS LISTED IN ATTACHMENT A TO THIS PO ARE SUPERSeded BY THE TERMS AND CONDITIONS OF THE EXECUTED AGREEMENT, AND VENDOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH CITY'S REQUIREMENTS AND POLICY AS SPECIFIED IN ATTACHMENTS B AND B-1.

SPECIFICATIONS AND REQUIREMENTS PER CITY OF SAN JOSE RFP PUR-REFP2022.10.10129 ARE INCORPORATED BY REFERENCE HEREIN.

PRICING PURSUANT TO FLOCK GROUP INC RESPONSE DATED 3/14/2023 AND QUOTE NUMBER Q-40095 DATED 11/20/23:

- FALCON ALPR CAMERA: \$2,500.00/EA
- ONE-YEAR UNLIMITED DATA STORAGE: \$300.00/EA

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

- Additional attachments (check attachments)
  - Labor Compliance Addendum
  - Scope of Services/Work
  - Other

**TOTAL ↗** CONTINUED

**OUT-OF-STATE-VENDORS:**  
DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/TAX DIRECTLY TO THE STATE OF CALIFORNIA.



**CITY OF  
SAN JOSE**

CAPITAL OF SILICON VALLEY

TO:  
FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318

1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318



**PURCHASE ORDER NUMBER:** OP 64085

DATE	EXPIRATION DATE	BUYER
08/31/23	06/21/24	Taylor Burke 408-535-7049
DELIVERY ADDRESS	INVOICE ADDRESS	
CSJ Police Department 201 West Mission St. San Jose, CA 95110	CSJ POLICE DEPARTMENT - FISCAL 201 WEST MISSION STREET SAN JOSE, CA 95110	

VENDOR NO.	PAYMENT TERMS	F.O.B.	SHIP VIA	VENDOR CONTACT		
LINE	QTY.	UNIT	DEST PREPAID	GROUND	AMOUNT	
A5229	N30			JESSE MUND		

- ONE-TIME IMPLEMENTATION FEE: \$350.00/EA  
- FLOCK OS SOFTWARE INCLUDED AT NO ADDITIONAL COST  
DEPT CONTACT: D.C.JAIME JIMENEZ 408-277-4050  
BILLING CONTACT: LOAN NGUYEN 408-537-1622  
VENDOR CONTACT: JESSE MUND 713-899-6379  
VENDOR EMAIL: JESS.MUND@FLOCKSAFETY.COM

RQ 37415 / CC 017200

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

Digitally signed by Albie Upton

DT-cr=Albie Upton, o=City of San Jose,  
ou=Finance-Purchasing,  
emailto:albie.uppton@sanjoseca.gov, LUS

Albie Upton  
Director of Finance or the Director's authorized designee

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

Additional attachments (check attachments):

Information Technology & Security Requirements  
 Privacy & Disclosure Policy  
 Other

<b>TOTAL</b>	1,480,600.00
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OUT-OF-STATE-VENDORS:  
DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES USE TAX DIRECTLY TO THE STATE OF CALIFORNIA.



**CITY OF  
SAN JOSE**

CAPITAL OF SILICON VALLEY

TO:

FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318



**PURCHASE ORDER NUMBER:**

OP 64085

DATE	EXPIRATION DATE	BUYER
08/31/23	06/21/24	Tayler Burke 408-535-7049
DELIVERY ADDRESS	INVOICE ADDRESS	
CSJ Police Department 201 West Mission St. San Jose, CA 95110	CSJ/POLICE DEPARTMENT - FISCAL 201 WEST MISSION STREET SAN JOSE, CA 95110	

VENDOR NO.	PAYMENT TERMS	F.O.B.	DEST	PREPAID	SHIP VIA	UNIT PRICE	VENDOR CONTACT
LINE	QTY.	UNIT	DESCRIPTION OF ARTICLES OR SERVICES			GROUND	AMOUNT
			This purchase order supersedes the previously issued purchase order OP 64085. All changes are indicated by an asterisk (*) by the appropriate line number.				

This purchase order supersedes the previously issued purchase order OP 64085. All changes are indicated by an asterisk (\*) by the appropriate line number.

COP - PORTABLE AUTOMATIC LICENSE PLATE READER - HARDWARE

PERIOD: 08/31/2023 - 06/21/2024

- TERMS AND CONDITIONS PER EXECUTED GOVERNMENT AGENCY AGREEMENT DATED 02/25/22 BETWEEN THE CITY OF SAN JOSE AND FLOCK GROUP INC AND ATTACHMENTS B AND B-1, INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS AND PRIVACY AND DISCLOSURE POLICY RESPECTIVELY. THE TERMS AND CONDITIONS LISTED IN ATTACHMENT A TO THIS PO ARE SUPERSEDED BY THE TERMS AND CONDITIONS OF THE EXECUTED AGREEMENT, AND VENDOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH CITY'S REQUIREMENTS AND POLICY AS SPECIFIED IN ATTACHMENTS B AND B-1.

SPECIFICATIONS AND REQUIREMENTS PER CITY OF SAN JOSE RFP PUR-RFP2022.10.10129 ARE INCORPORATED BY REFERENCE HEREIN.

- PRICING PURSUANT TO FLOCK GROUP INC RESPONSE DATED 3/14/2023 AND QUOTE NUMBER Q-40095 DATED 11/20/23:
  - FALCON ALPR CAMERA: \$2,500.00/EA
  - ONE-YEAR UNLIMITED DATA STORAGE: \$300.00/EA

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

Additional attachments (check attachments)

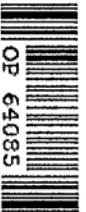
Labor Compliance Addendum

Scope of Services/Work

Other

**TOTAL** → CONTINUED

**OUT-OF-STATE-VENDORS:**  
DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/USE TAX DIRECTLY TO THE STATE OF CALIFORNIA.



## PURCHASE ORDER NUMBER:

OP 64085

CITY OF  
**SAN JOSE**  
CAPITAL OF SILICON VALLEY

TO:  
FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318

VENDOR NO.

A5229

PAYMENT TERMS  
N30

DESCRIPTION OF ARTICLES OR SERVICES  
- ONE-TIME IMPLEMENTATION FEE: \$350.00/EA  
- FLOCK OS SOFTWARE INCLUDED AT NO ADDITIONAL COST

DATE

08/31/23

EXPIRATION DATE  
06/21/24

BUYER

Tayler Burke

408-535-7049

DELIVERY ADDRESS

CSJ Police Department

INVOICE ADDRESS

CSJ POLICE DEPARTMENT - FISCAL

SHIP VIA

GROUND

UNIT PRICE

VENDOR CONTACT

JESSE MUND

AMOUNT

LINE	QTY.	UNIT	DEPT CONTACT: D.C. JAIME JIMENEZ 408-277-4050 BILLING CONTACT: LOAN NGUYEN 408-537-1622 VENDOR CONTACT: JESSE MUND 713-899-6379 VENDOR EMAIL: JESS.MUND@FLOCKSAFETY.COM	PAYMENT TERMS N30	DESCRIPTION OF ARTICLES OR SERVICES - ONE-TIME IMPLEMENTATION FEE: \$350.00/EA - FLOCK OS SOFTWARE INCLUDED AT NO ADDITIONAL COST	F.O.B. DEST PREPAID	SHIP VIA GROUND	UNIT PRICE	VENDOR CONTACT JESSE MUND	AMOUNT
			RQ 37415 / CC 017200							

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

Digitally signed by Albie Udom  
DN: cn=Albie Udom, o=City of San Jose,  
ou=Finance-Purchasing,  
emailAddress=udom@sanjoseca.gov, c=US

  
Director of Finance on unauthorized designation 08/01

**TOTAL** → 1,480,600.00

**OUT-OF-STATE-VENDORS:**

DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE

CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/USE

TAX DIRECTLY TO THE STATE OF CALIFORNIA.

FUND/FUND TYPE 000 000 CITY DEFAULT ACCOUNTS.

Signature: \_\_\_\_\_

bf 04324

Signature: \_\_\_\_\_

Group ID  
AP001

Batch	Batch Date	Month	Operator	Re Vis. Code	Balance
869635	04/23/24	10	JOP	999 420000002000	Y

Sheet	Vendor/Invoice Description	Invoice	Inv Date	Due Date	PO/PO Line	Quantity	PO Amount	Invoice Amount	GL T	Refund Tp
Seq	Vis. Code	Description								

1 A5229  
FLOCK GROUP INC

INV-31694  
IM 012924 050124 OP64085 002 210000.00 210,000.00 210,000.00 Y

1 1 1 508000504051 BSCC RETAIL THEFT GRNT PRG2023 FLOCK

210,000.00 W: Ver44001 39% used

Batch Summary Amount

Total Invoices	210,000.00
Total Discounts	0.00
Total Holdbacks	0.00
Net	210,000.00
Entered Amount	210,000.00
Batch Total	210,000.00
Batch Variance	0.00
Number of Invoices	1

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-31694  
Invoice Date: 1/29/2024  
Due Date: 2/28/2024  
Payment Terms: Net 30  
PO#: OP 64085

*line 2*

Bill To: CA - San Jose PD  
201 West Mission Street  
San Jose, California, 95110

Ship To: CA - San Jose PD  
201 West Mission Street  
San Jose, California 95110

Billing Company Name: CA - San Jose PD  
Billing Contact Name:  
Billing Email Address:  
Billing Phone:

Payment Terms: Net 30  
Contracted Billing Structure: 50%/25%/25%

Notes: CA - San Jose ORC Project (ORC) 1st Year per the agreement. Billing frequency 50%, 25%, 25%. 1st 25 % PO-OP 64085

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	300	\$625.00	\$0.00	\$187,500.00
Extended data retention (Up to 1 Year)	300	\$75.00	\$0.00	\$22,500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services: <https://planner.flocksafety.com/public/3dd51e84-c972-4c89-a951-1611902b8344>

Subtotal:	\$210,000.00
Credit:	\$0.00
Sales Tax:	\$0.00
Total:	\$210,000.00

*REC'D APR 19 2024*

### Payment Remittance Information

Pay by Check:	Pay by ACH:
---------------	-------------

If you have questions about your invoice or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com).

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-31694  
Invoice Date: 1/29/2024  
Due Date: 2/28/2024  
Payment Terms: Net 30  
PO#: OP 64085

Payable to: Flock Group Inc  
Memo: INV-31694  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

Account Legal Name: Flock Group Inc.  
Account Number: [REDACTED]  
Account Type: Checking  
Routing / SWIFT Code:  
[REDACTED]

*If paying by check, please include the remittance slip below.*

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - San Jose PD
Or		Invoice #	INV-31694
If sending via UPS, FedEx, or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	\$210,000.00
		Amount Enclosed:	\$ _____



## PURCHASE ORDER NUMBER:

OP 64085

CITY OF  
SAN JOSE  
CAPITAL OF SILICON VALLEY

TO:  
FLOCK GROUP INC  
1170 HOWELL MILL ROAD NW  
SUITE 210  
ATLANTA GA 30318

VENDOR NO.

A5229

PAYMENT TERMS  
N30

F.O.B.  
DEST PREPAID

SHIP VIA  
GROUND

UNIT PRICE

VENDOR CONTACT  
JESSE MUND

DATE

08/31/23

DESCRIPTION OF ARTICLES OR SERVICES

EXPIRATION DATE

06/21/24

BUYER

Tayler Burke 408-535-7049

DELIVERY ADDRESS  
CSJ Police Department  
201 West Mission St.  
San Jose, CA 95110

INVOICE ADDRESS  
CSJ/POLICE DEPARTMENT - FISCAL  
201 WEST MISSION STREET  
SAN JOSE, CA 95110

- This purchase order supersedes the previously issued purchase order OP 64085. All changes are indicated by an asterisk (\*) by the appropriate line number.
- COP - PORTABLE AUTOMATIC LICENSE PLATE READER - HARDWARE
- PERIOD: 08/31/2023 - 06/21/2024
- TERMS AND CONDITIONS PER EXECUTED GOVERNMENT AGENCY AGREEMENT DATED 02/25/22 BETWEEN THE CITY OF SAN JOSE AND FLOCK GROUP INC AND ATTACHMENTS B AND B-1, INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS AND PRIVACY AND DISCLOSURE POLICY RESPECTIVELY. THE TERMS AND CONDITIONS LISTED IN ATTACHMENT A TO THIS PO ARE SUPERSEDED BY THE TERMS AND CONDITIONS OF THE EXECUTED AGREEMENT, AND VENDOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH CITY'S REQUIREMENTS AND POLICY AS SPECIFIED IN ATTACHMENTS B AND B-1.
- SPECIFICATIONS AND REQUIREMENTS PER CITY OF SAN JOSE RFP PUR-RFP2022.10.10129 ARE INCORPORATED BY REFERENCE HEREIN.

- PRICING PURSUANT TO FLOCK GROUP INC RESPONSE DATED 3/14/2023 AND QUOTE NUMBER Q-40095 DATED 11/20/23:
- FALCON ALPR CAMERA: \$2,500.00/EA
  - ONE-YEAR UNLIMITED DATA STORAGE: \$300.00/EA

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

Additional attachments (check attachments)

— Labor Compliance Addendum

— Scope of Services/Work

— Other

**TOTAL ↘** CONTINUED

OUT-OF-STATE-VENDORS:  
DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE  
CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/USE  
TAX DIRECTLY TO THE STATE OF CALIFORNIA.



CITY OF  
**SAN JOSE**  
CAPITAL OF SILICON VALLEY



## PURCHASE ORDER NUMBER:

OP 64085

VENDOR NO.	PAYMENT TERMS	DESCRIPTION OF ARTICLES OR SERVICES	BUYER		
LINE	QTY.	UNIT	EXPIRATION DATE	INVOICE ADDRESS	DATE
A5229	J330	- ONE-TIME IMPLEMENTATION FEE: \$350.00/EA - FLOCK OS SOFTWARE INCLUDED AT NO ADDITIONAL COST	Tayler Burke 408-535-7049	CSJ Police Department 201 West Mission St. San Jose, CA 95110	06/21/24
		DEPT CONTACT: D.C. JAIME JIMENEZ 408-277-4050 BILLING CONTACT: LOAN NGUYEN 408-537-1622 VENDOR CONTACT: JESSE MUND 713-899-6379 VENDOR EMAIL: JESS.MUND@FLOCKSAFETY.COM		CSJ/POLICE DEPARTMENT - FTSCAL 201 WEST MISSION STREET SAN JOSE, CA 95110	
		RQ 37415 / CC 017200			

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

Digitally signed by Albie Udom,

DN: cn=Albie Udom, o=City of San Jose,  
ou=Finance-Purchasing,  
cn=albie.udom@sanjoseca.gov, ou=LIC

Director of Finance or authorized designee-0800

— Other

The complete contract shall consist of this Purchase Order, Attachment A Terms and Conditions attached hereto, plus all of the applicable attachments checked below. In the event of a conflict between Attachment A Terms and Conditions and the terms and conditions contained in any other attachment hereto or incorporated by reference herein, the terms and conditions of Attachment A shall control.

**OUT-OF-STATE VENDORS:**

DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE

CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES/USE TAX DIRECTLY TO THE STATE OF CALIFORNIA.

**TOTAL** → 1,480,600.00

Additional attachments (check attachments)	<input type="checkbox"/> X Information Technology & Security Requirements
— Privacy & Disclosure Policy	<input type="checkbox"/> X Privacy & Disclosure Policy
— Other	<input type="checkbox"/> Other

FUND/FUND TYPE 000 000 CITY DEFAULT ACCOUNTS.

INVOICE ENTRY EDIT LIST

Signature: 69 451424 Signature: MBWazz 05/15/24 Signature: / / /

Batch Batch Date Month Operator AP Vis:Code Balance  
 871824 05/14/24 11 JOP 999 420000002000 Y

Sheet Vendor/Invoice Description Invoice Inv Date Due Date PO/PO Line Quantity PO Amount Invoice Amount GL T Refund Tip  
 Seq Vis.Code Description Transaction Description OH UT Amount

1 A5229 FLOCK GROUP INC INV-37598 I M 040124 052224 OP64085 001 800.000 800.00 800.00 Y ✓  
 REINSTALLATION

1 1 508000504051 BSCC RETAIL THFT GRNT PRG2023 REINSTALLATION

800.00 W: Ver44001 40% used

Batch Summary Amount

Total Invoices	800.00
Total Discounts	0.00
Total Holdbacks	0.00
<b>Net:</b>	<b>800.00</b>
Entered Amount	800.00
Batch Total	800.00
Batch Variance	0.00
Number of Invoices	1

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-37598  
Invoice Date: 4/1/2024  
Due Date: 5/1/2024  
Payment Terms: Net 30  
PO#:

Bill To: CA - San Jose PD  
201 West Mission Street  
San Jose, California, 95110

Billing Company Name: CA - San Jose PD  
Billing Contact Name:  
Billing Email Address:  
Notes: #161 NB N First St @ Technology PI

Ship To: CA - San Jose PD  
201 West Mission Street  
San Jose, California 95110

Payment Terms: Net 30  
Contracted Billing Structure: Annual - First Year at Signing

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Camera Replacement	1	\$800.00	\$0.00	\$800.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.  
Link to Location of Services:

Subtotal:	\$800.00
Sales Tax:	\$0.00
Credit:	\$0.00
Payments:	\$0.00
Balance Due:	\$800.00

RECD MAY 14 2024

If you have questions about your invoice or need to update your billing contact information, please email  
[billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-37598  
Invoice Date: 4/1/2024  
Due Date: 5/1/2024  
Payment Terms: Net 30  
PO#:

### Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc  
Memo: INV-37598  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc  
Account Number: [REDACTED]  
Account Type: Checking  
Routing / SWIFT Code: [REDACTED]

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

By paying this invoice, I, the customer, agree to the terms and conditions listed at

<https://www.flocksafety.com/terms-and-conditions>

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - San Jose PD
Or		Invoice #	INV-37598
If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	\$800.00
		Amount Enclosed:	\$ _____

CITY OF  
**SAN JOSE**  




**PURCHASE ORDER NUMBER:**

OP 64085

CAPITAL OF SILICON VALLEY

TO:

FLOCK GROUP INC  
 1170 HOWELL MILL ROAD NW  
 SUITE 210  
 ATLANTA GA 30318

VENDOR NO.

A5229

PAYMENT TERMS

N30

DESCRIPTION OF ARTICLES OR SERVICES

F.O.B.  
 DEST PREPAID  
 SHIP VIA  
 GROUND  
 UNIT PRICE  
 VENDOR CONTACT

AMOUNT

DATE

08/31/23

EXPIRATION DATE

06/21/24

BUYER

Tayler Burke 408-535-7049

DELIVERY ADDRESS

CSJ Police Department  
 201 West Mission St.  
 San Jose, CA 95110

INVOICE ADDRESS

CSJ/POLICE DEPARTMENT - FISCAL  
 201 WEST MISSION STREET  
 SAN JOSE, CA 95110

This purchase order supersedes the previously issued purchase order OP 64085. All changes are indicated by an asterisk (\*) by the appropriate line number.

COP - PORTABLE AUTOMATIC LICENSE PLATE READER - HARDWARE

PERIOD: 08/31/2023 - 06/21/2024

TERMS AND CONDITIONS PER EXECUTED GOVERNMENT AGENCY AGREEMENT DATED 02/25/22 BETWEEN THE CITY OF SAN JOSE AND FLOCK GROUP INC AND ATTACHMENTS B AND B-1, INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS AND PRIVACY AND DISCLOSURE POLICY RESPECTIVELY. THE TERMS AND CONDITIONS LISTED IN ATTACHMENT A TO THIS PO ARE SUPERSEDED BY THE TERMS AND CONDITIONS OF THE EXECUTED AGREEMENT, AND VENDOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH CITY'S REQUIREMENTS AND POLICY AS SPECIFIED IN ATTACHMENTS B AND B-1.

SPECIFICATIONS AND REQUIREMENTS PER CITY OF SAN JOSE RFP PUR-RFP2022.10.10129 ARE INCORPORATED BY REFERENCE HEREIN.

PRICING PURSUANT TO FLOCK GROUP INC RESPONSE DATED 3/14/2023 AND QUOTE NUMBER Q-40095 DATED 11/20/23:

- FALCON ALPR CAMERA: \$2,500.00/EA
- ONE-YEAR UNLIMITED DATA STORAGE: \$300.00/EA

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

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Additional attachments (check attachments)

— Labor Compliance Addendum

— Scope of Services/Work

— Other

**TOTAL** → CONTINUED

**OUT-OF-STATE-VENDORS:**  
 DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES USE TAX DIRECTLY TO THE STATE OF CALIFORNIA.



CITY OF  
**SAN JOSE**  
CAPITAL OF SILICON VALLEY



## PURCHASE ORDER NUMBER:

OP 64085

DATE	EXPIRATION DATE	BUYER
08/31/23	06/21/24	Tayler Burke 408-535-7049
DELIVERY ADDRESS	INVOICE ADDRESS	CSJ / POLICE DEPARTMENT - FISCAL
CSJ Police Department 201 West Mission St. San Jose, CA 95110	201 WEST MISSION STREET SAN JOSE, CA 95110	

VENDOR NO.	PAYMENT TERMS	F.O.B.	SHIP VIA	VENDOR CONTACT	AMOUNT
LINE	QTY.	UNIT	DESCRIPTION OF ARTICLES OR SERVICES	UNIT PRICE	AMOUNT
			<ul style="list-style-type: none"> <li>- ONE-TIME IMPLEMENTATION FEE: \$350.00/EA</li> <li>- FLOCK OS SOFTWARE INCLUDED AT NO ADDITIONAL COST</li> </ul> <p>DEPT CONTACT: D.C. JAIME JIMENEZ 408-277-4050            BILLING CONTACT: LOAN NGUYEN 408-537-1622            VENDOR CONTACT: JESSE MUND 713-899-6379            VENDOR EMAIL: JESS.MUND@FLOCKSAFETY.COM</p> <p>RQ 37415 / CC 017200</p>		

This Purchase Order must be signed by the Director of Finance or the Director's authorized designee. No changes are authorized without a signed revised Purchase Order.

Digital signature by Albie Udom  
DNI: cn=Alibe Udom, o=City of San Jose,  
ou=Finance-Purchasing,  
email=albie.udom@sanjose.ca.gov.cis.us

**TOTAL ↘** 1,480,600.00

### OUT-OF-STATE-VENDORS:

DO NOT CHARGE SALES TAX ON THIS PURCHASE. THE

CITY OF SAN JOSE WILL PAY ALL APPLICABLE SALES USE

TAX DIRECTLY TO THE STATE OF CALIFORNIA.

Additional attachments (check attachments)  
 Information Technology & Security Requirements  
 Privacy & Disclosure Policy  
 Other

Director of Finance or authorized designee 08/00