

1.	<b>This Agreement is entered into between the Contracting Agency and the Contractor named below:</b>	
	CONTRACTING AGENCY NAME <b>California Highway Patrol (CHP)</b>	
	CONTRACTOR NAME <b>Flock Group Inc.</b>	
2.	The term of this Agreement is:	March 29, 2024, through March 28, 2027
3.	The maximum amount of this Agreement is:	\$ 2,212,749.89 (Two Million Two Hundred Twelve Thousand Seven Hundred Forty-Nine dollars and Eighty-Nine Cents)
4.	The parties agree to comply with the terms and conditions of this Amendment. All documents and actions noted below are by reference and made a part of the Agreement CHP's Flock Safety Automated License Plate Reader (ALPR) camera system and incorporated herein. Effective upon CDT OSTP approval of this Amendment, the revisions are as follows:	

<b>EXHIBIT TITLE</b>	<b>NO. OF PAGES</b>
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#### ACTION(S)

Amendment #2 – Both parties mutually agree to amend this Agreement as follows:

- Modification of Agreement Term to extend an additional two-years  
Original Term: March 29, 2024, through March 28, 2025, with two (2) one-year optional extensions  
Amendment #1: March 29, 2024, through March 28, 2026, with one (1) year optional extension  
Amendment #2: March 29, 2024, through March 28, 2027
- Reducing \$1,029,800.11 to total contract amount. Amending the total amount of the contract from \$3,242,550.00 to \$2,212,749.89.
- Replacing Exhibit A, Statement of Work in its entirety. Amending to add Section 20, Generative Artificial Intelligence.
- Replacing Exhibit B, Cost Worksheet in its entirety. Amending to reduce amount for optional years 2 and 3.
- Reducing the total quantity of cameras from the original request of 480 to 190 for the full contract term.

All other terms and conditions remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		Department of Technology (CDT), Office of Statewide Technology Procurement (OSTP)
CONTRACTOR NAME ( <i>If other than an individual, state whether a corporation, partnership, etc.</i> ) <b>Flock Group Inc</b>		
CONTRACTOR AUTHORIZED SIGNATURE  Dan Haley (Jul 28, 2025 17:16:28 EDT)	DATE SIGNED <b>07/28/2025</b>	 <b>APPROVED</b> Date <b>07/29/2025</b>   Signed <b>Lauren Neisen</b>  <b>Office of Statewide Technology Procurement</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Dan Haley, Chief Legal Officer</b>		
CONTRACTOR ADDRESS <b>1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318</b>		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME <b>California Highway Patrol</b>		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED <b>07/28/2025</b>	 <b>APPROVED</b> Date <b>07/29/2025</b>   Signed <b>Lauren Neisen</b>  <b>Office of Statewide Technology Procurement</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>J.D. SACCANI, Assistant Chief, Administrative Services Division</b>		
CONTRACTING AGENCY ADDRESS <b>601 North 7th Street, Sacramento, CA 95811</b>		

# Exhibit A

## Amendment 2 - Statement of Work

California Highway Patrol

Flock Safety Automated License Plate Reader Camera System





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## 1 BACKGROUND AND PURPOSE

This Statement of Work (SOW) describes the services the Contractor shall provide for the California Highway Patrol, hereinafter referred to as “CHP” or “Department.” The primary goal of this contract is to implement the Flock Safety Automated License Plate Reader (ALPR) camera system, within Alameda County and the City of Oakland.

The CHP is exploring new technological resources to assist operational needs in the field. Due to an increase in vehicle theft and highway violence incidents, the CHP seeks to implement and utilize improved traffic safety measures and technologies. In reviewing the market for this type of technology, it was determined Flock Safety is the sole provider of the technology needed to implement an effective ALPR camera system.

## 2 DESCRIPTION OF THE PROPOSED NEW SYSTEM OR SERVICE

The Flock Safety ALPR camera system is an infrastructure-free license plate reader camera system, that utilizes patented vehicle fingerprint technology to capture vehicular attributes. The vehicle fingerprint technology, in which the system can identify vehicle attributes beyond the license plate, is patented technology unique to Flock Safety. Additionally, the Flock Safety ALPR camera system is capable of capturing audio, video, image and recording data, provide appropriate notifications to departmental personnel.

Key Capabilities of Flock Safety ALPR camera system:

- Integrated Cloud-Software and Hardware Platform: Ability to capture two lanes of traffic simultaneously with a single camera from vertical mass. Utilizes motion capture to start and stop recording without the need for a reflective plate.
- Vehicle Recognition: Search footage using patented vehicle recognition technology. Search for vehicle type, make, color, license plate state, missing/covered plates, and other unique features (e.g., bumper stickers, decals, and roof racks).
- Real-time National Crime Information Center (NCIC) alerts: Alert sent when a vehicle entered into the NCIC crime database passes by a Flock ALPR camera.
- Unlimited Custom Hot lists: Ability to add a suspect's license plate to a custom list and get alerted with it passes by a Flock ALPR camera.
- Time and Location Based Search: Search full, partial, and temporary plates by time and particular device locations.

## 3 TERM

Effective upon approval of California Department of Technology (CDT), Statewide Technology Procurement (STP) (the “Effective Date”), the base term of the Contract shall be twelve (12) months.

The State of California (State), at its sole discretion, may exercise its option to execute two (2), one (1) year extensions to include the renewal of Flock Safety Platform and professional services for installation, replacement, or removal of cameras.

The State is not obligated to use any or all of these options. The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement.

In the event the direction of the project changes or the services are no longer needed, the State reserves the option to extend or terminate the Agreement at its sole discretion.



The Contractor shall not be authorized to deliver goods or commence performance of services described in this SOW prior to the Effective Date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the Effective Date of the Agreement shall be considered gratuitous on the part of the Contractor.

### 3.1 Agreement Amendment Options

- 3.1.1 Subject to the terms and conditions and contingent upon approval of the CHP and the Contractor, the CHP may have the option, prior to the Agreement expiration date, to amend the Agreement for time and/or quantity of more of the same services.
- 3.1.2 If the Agreement is amended, the Contractor's rates offered in Exhibit B, Cost Worksheet, for additional work would apply, and the anticipated timelines shall be noted and will be in full force upon execution of an Agreement Amendment.
- 3.1.3 Any resulting Agreement Amendment will not take effect until it is signed by both the CHP and the Contractor, and the Contractor has received a signed copy of the executed Agreement Amendment.

## 4 PLACE OF PERFORMANCE

- A. The Contractor will perform installation services onsite at the addresses listed in Attachment A, Installation Locations, of this SOW.
- B. Travel expenses are not authorized and will not be reimbursed by the State.
- C. If applicable, the Contractor shall comply with all prevailing wage rate requirements and shall be subject to all restrictions and penalties in accordance with California Labor Code sections 1770 - 1780. The rates of prevailing wage are determined by the Department of Industrial Relations (DIR), Labor Statistics and Research. The Prevailing Wage Rates as specified by the DIR are available on the DIR Web site, [www.dir.ca.gov/DLSR/Pwd](http://www.dir.ca.gov/DLSR/Pwd). The prevailing wage rates set forth are the minimum that shall be paid by the Contractor. Nothing contained herein shall be construed as preventing the Contractor from paying more than the minimum prevailing wage rates.

## 5 WORK HOURS

The Department's standard work hours are 8:00 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday, during which staff will be available to assist the Contractor in the completion of deliverables, as needed.

## 6 SCOPE

The Contractor will provide the Flock Safety ALPR camera system, to include the Flock Safety cameras and FlockOS cloud-based public safety platform, and all installation and support services, as detailed herein.



## 7 STATE'S ROLES AND RESPONSIBILITIES

The Department shall be responsible for providing the following during project implementation:

- A. Project manager (PM) to assist the Contractor's implementation manager and/or consultants. The PM will:
  - i. Drive feedback, approvals, and stakeholder participation as required.
  - ii. Coordinate CHP responsibilities, including, if applicable, any activities, resources, and internal CHP development.
  - iii. Prioritize the tasks to be performed by the Contractor.
- B. Assist the Contractor as needed to facilitate the permit process through the California Department of Transportation (Caltrans).
- C. Access to CHP physical facilities as needed. Contractor staff will be provided with "escorted access" while onsite.
- D. Signed acceptance document upon CHP final product acceptance of the solution, which will signify the end of the implementation engagement.

## 8 CONTRACTOR'S ROLES AND RESPONSIBILITIES

The Contractor shall be responsible for providing the following during project implementation:

- A. Project manager to serve as the primary point of contact during camera installation, responsible for providing installation status updates, answering questions during installation period, and the transition to the Customer Success Manager.
- B. Contractor staff resource(s) with knowledge and expertise commensurate with the tasks and deliverables specified in this SOW.
- C. Work with CHP to finalize camera locations.
- D. Work with Caltrans and the City of Oakland to obtain the necessary permits.
- E. Participation in project status meetings, as needed.
- F. Provide technical support as needed.
- G. Provide a Work Authorization Form for each Unanticipated Task, as further specified in sections 12 and 13. A sample Work Authorization Form is provided in Appendix B.

## 9 ESCALATION PROCESS

Both the Department and Contractor acknowledge and agree that certain technical and/or project-related issues may arise during project implementation and such matters shall be brought to the Contractor's attention. Any issues will be reported by the discovering party verbally or in-person, and in writing.

The Department will strive to resolve all issues with the Contractor at the lowest level possible. The Department believes that project issues are best managed at the project level; therefore, the goal is for project issues to be resolved between the Department PM and the Contractor's point of contact.



There may be instances where the severity of an issue justifies escalation. When issues need to be escalated above the Department PM level of authority, it will be escalated by the PM to the Department Project Sponsor(s). If further escalation is required, it will be escalated by the PM to Department Executive Project Sponsor(s).

Should all efforts to resolve an issue fail, which would constitute a material breach of the Agreement as specified in the General Provisions - Information Technology – Cloud Computing-Software as a Service (DGS PD-401 IT Cloud Computing SaaS, revised and effective 6/21/2022), the Department will issue a cure notice to the Contractor. The Department may exercise its right to terminate the Agreement for default if the Contractor does not cure such failure within the commercially reasonable timeframe stated in the cure notice.

## 10 CHANGE CONTROL PROCEDURES

Changes in project scope, cost, and schedule will be managed according to the Department's project management framework. After the start of the engagement, changes will be documented, assessed, and a determination made. If an approved change impacts the terms outlined in this SOW, then appropriate Department personnel will be notified and may result in an amendment to the Agreement.

## 11 TASK AND DELIVERABLE REQUIREMENTS

The Contractor shall provide the below list of professional services. Task and/or deliverable due dates will be established upon approval of the project plan.

#	Task and/or Deliverable	Description
1	Project Planning	<ol style="list-style-type: none"><li>1. Conduct a project kick-off.</li><li>2. Collaborate on a project plan with milestones to be due within 30 days of contract execution.</li><li>3. Confirm camera locations with CHP.</li><li>4. Collaborate with CHP, City of Oakland, and Caltrans in the completion and approval of the applicable permits.</li></ol>
2	System Set-up	Set-up the FlockOS, per Section 12, System Requirements.
3	Installation	Complete physical installation, as detailed in the Law Enforcement Installation Guide (incorporated by reference in the Master Services Agreement).
4	Training	Provide detailed product training guides, videos, etc.



#	Task and/or Deliverable	Description
5	Support	<ol style="list-style-type: none"><li>1. Present ongoing support plan.</li><li>2. Provide technical support as needed.</li></ol>

## 12 UNANTICIPATED TASKS

- A. If additional work must be performed that was wholly unanticipated and was not identified in the SOW, but which, in the opinion of the CHP, is necessary to the successful accomplishment of the services and scope of work in the Agreement, the State Contract Manager, may, at any time, by using the Work Authorization process (refer to Section 13, Work Authorizations), make changes within the scope of this Agreement.
- B. When there is a cost impact, i.e., increase or decrease in amounts to be paid under a prior-approved Work Authorization, the Contractor must advise the CHP Contract Manager in writing of the increase or decrease. If a Work Authorization has already been approved, an amendment to the Work Authorization is required to increase or decrease the cost.
- C. Payment for unanticipated tasks will be at the rate provided in Exhibit B, Cost Workbook.
- D. The State limits the budget for unanticipated tasks not to exceed ten percent (10%) of the Agreement value.
- E. It is understood and agreed by both parties all terms and conditions of this SOW shall remain in force with the inclusion of any such Work Authorization. A Work Authorization shall in no way constitute an Agreement other than as provided pursuant to this SOW nor in any way amend or supersede any of the other provisions of this Agreement.

## 13 WORK AUTHORIZATIONS

- A. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor and all information requested to be provided per Work Authorization form, Appendix B.
- B. All Work Authorizations must be in writing prior to beginning work and signed by the Contract and the State Contract Administrator.
- C. The State has the right to require the Contractor to stop or suspend work on any Work Authorization.
- D. Personnel resources will not be expended (at a cost to the State) on task/deliverable accomplishment in excess of estimated work hours stated in a Work Authorization, unless the procedure below is followed:
  - 1) If, in performance of the work, the Contractor determines that a Work Authorization to be performed under this Agreement cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of



the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:

- a. Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization;
  - b. Terminate the Work Authorization; or
  - c. Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
- 2) The State will notify the Contractor in writing of its decision within seven (7) calendar days after receipt of the notification. If notice of the decision is given to proceed via an amended Work Authorization signed by the Contractor and State, the Contractor may expend the estimated additional work hours for agreed upon services. The State agrees to reimburse the Contractor for such additional work hours.
- E. Acceptance of work completed under a Work Authorization shall be done in accordance with section 16, Deliverable Acceptance/Rejection Process.

## 14 SYSTEM REQUIREMENTS

- A. Set-up of two FlockOS instances to allow for the separation of data for CHP's and City of Oakland's cameras.
- B. Set-up Single Sign-On via Microsoft Entra ID for the CHP.
- C. Restrict access to CHP's instance to CHP's IP address space.

## 15 SYSTEM TESTING AND ACCEPTANCE PROCEDURES

The Department will be responsible for developing a Test Plan to confirm all installed cameras are operational upon install, prior to product acceptance. The Department will be responsible for executing tests according to the plan. Failed tests will be brought to the Contractor's attention for resolution.

## 16 DELIVERABLE ACCEPTANCE/REJECTION PROCESS

It shall be the Department's sole determination as to whether software design and configuration have been successfully implemented and meets the Department's requirements; provided that (i) such determination shall be made solely in accordance with the acceptance testing provisions set forth in this SOW, (ii) the Department shall act in good faith, (iii) acceptance by the Department shall not be unreasonably withheld.

All deliverables must be in a format that is usable by the Department and that is mutually agreed upon in advance by CHP and the Contractor. All documents developed and provided for the support of this SOW will be the property of the Department.

Formal product acceptance shall be realized with the completion and signing of a Deliverable Acceptance Document (DAD) (Appendix A). If the solution is not accepted, the Department will work with the Contractor to address any issues prior to final product acceptance and payment.



## 17 DATA HANDLING AND OWNERSHIP

In the performance of this SOW, the Contractor agrees to protect all information (including, but not limited to electronic files, data, and paper documents and forms) designated confidential and provided by CHP to carry out this SOW from unauthorized access, use, and disclosure through observance of the same or more effective procedural requirements as used by the CHP. The Contractor agrees to establish security procedures to protect CHP's information.

The Contractor further agrees to ensure the minimum administrative, physical, and information security safeguards are in place to comply with the information security and privacy requirements provided in Criminal Justice Information Services (CJIS) Security Policy, California Information Practices Act (IPA) (Civil Code section 1798 et seq.), and California law governing collection of license plate information (Civil Code section 1798.90.5 et seq.) for the terms and length of this Agreement and while in possession of, maintaining, or accessing State information.

- a. Maintain its information security program and applicable safeguards at all of its sites at which an information system that stores or otherwise processes Customer Data (as defined in the Master Services Agreement) is located.
- b. Maintain network security using commercially available equipment and industry standard techniques, including firewalls, router access control lists, intrusion detection and/or prevention systems, penetration testing, vulnerability scanning, and patch management tools.
- c. Encrypt, using industry-standard encryption tools, all Customer Data that it: (i) transmits or sends wirelessly or across public networks; (ii) stores on laptops or removable storage media; and (iii) stores on portable devices, where technically feasible, and safeguards the confidentiality and availability of all encryption keys associated with encrypted Customer Data.
- d. Install and maintain endpoint security measures such as anti-virus and malware protection software intended to protect Customer Data from malicious code.
- e. Undertake appropriate logging and monitoring to enable recording of information security-related actions and identification of anomalous events.
- f. Develop software used to deliver its services in accordance with secure software development principles.

The Department may request reasonable records from Contractor from time to time to assess Contractor's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI.

### 17.1 Data Ownership

The confidential, sensitive, and personal information being provided by CHP under this Agreement remains the exclusive property of CHP. Confidential, sensitive, and personal information is not open to the public and requires special precautions to protect it from loss and unauthorized use, disclosure, modification, or destruction. Except as contemplated by this Agreement and terms and conditions incorporated by reference, this information must not be shared with third parties without written permission from CHP.



The Contractor shall have a nonexclusive right to use and process the disclosed information for the purposes stated in this SOW and the Master Services Agreement. This right shall be revoked immediately upon termination of this Agreement.

#### **17.2 Statement of Confidentiality and Requirements**

Information maintained by the Contractor is confidential under this Agreement is considered exempt from disclosure under the provisions of California Public Records Act (Government Code 6250-6265), the California Elections Code (Elections Code 2194), and other applicable State or federal laws.

#### **17.3 Use of Information**

The Contractor acknowledges and agrees the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in this Agreement and agrees to implement policies and procedures to ensure the confidentiality of said information. The Contractor further agrees information obtained under this Agreement shall not be reproduced, published, sold, shared, or released in original or any other form for any purpose other than identified in this Agreement.

Contractor understands and agrees that all confidential information transmitted over a public network must be encrypted. The Contractor and CHP shall use encryption standards, methods, and/or best practices as stated within the CJIS Security Policy promulgated by the FBI. This includes at a minimum AES-256 encryption using FIPS 140-2 compliant modules for data in transit and at rest.

The Contractor shall coordinate with the Department to implement the above referenced encryption standards to send and receive all information as required. Customer Data being transmitted shall not be collected, stored, or transmitted electronically unencrypted on any Contractor system.

#### **17.4 Incident Reporting, Breach, and/or Disclosure of CHP Information Disclosure of any CHP information to any person or entity not specifically authorized in this**

Agreement is strictly prohibited. Personnel assigned to work with CHP's confidential information shall not reveal, share, or divulge to any person or entity any of the confidential information provided under this SOW, except as authorized or required by law.

All unauthorized or suspected unauthorized access, use, or disclosure of information obtained under this Agreement (a "Security Event") shall be thoroughly investigated by Contractor.

Unless otherwise prohibited by law, the Contractor shall promptly (and in any event within seventy-two (72) hours of detection of the Security Event) notify the CHP Project Manager who will in turn notify the CHP ISO of any actual or suspected information security breach involving information accessed or obtained under this Agreement. The CHP reserves the right to participate in the investigation of any Security Event involving its data and may conduct its own independent investigation, and the Contractor shall reasonably cooperate in any such investigation.

#### **17.5 Transition of Data Ownership, Handling, etc.**

The CHP is currently in the process of executing a Memorandum of Understanding (MOU) with the City of Oakland regarding the transition of data ownership, handling, etc. for the data associated with the cameras installed within the City of Oakland's jurisdiction. The CHP will provide a copy of the draft MOU to the Contractor for review and feedback prior to execution.



Upon execution of the MOU, CHP will provide a copy of the executed MOU to the Contractor, at which point the Contractor shall begin to comply with the provisions of the MOU.

## 18 SECURITY AND DATA PROTECTION

The Contractor agrees to abide by and implement the security safeguards as identified herein.

### 18.1 Cloud Environment

The Contractor's cloud infrastructure service providers must comply with State of California cloud service security standards. The system uptime requirement for the SaaS solution or the cloud services is 99.9%.

The Contractor shall provide cloud services capable of multiple cloud interconnections.

### 18.2 Contractor's Cloud Service Provider Facility

The Contractor-provided hosted facility site shall adhere to and implement the minimum administrative, physical, and information security safeguards to comply with the information security and privacy requirements provided in the; National Institute of Standards and Technology (NIST) Special Publication 800-53, Criminal Justice Information Services (CJIS) Security Policy, and California IPA, Civil Code section 1978 et seq.).

The compliance requirements include the following:

- The hosted datacenter shall be within the continental United States and provide a backup facility separate geographically from the primary cloud facility.
- System outputs, reporting, etc., shall be configurable (e.g., periodicity, data to be included) or executed on-demand by the CHP.

### 18.3 Information Security Policies

The Contractor must have, and upon request by the CHP shall promptly provide, copies of information security policies covering the following elements:

- Data classification and privacy
- User Manuals
- Incident response
- Backups, disaster recovery, and business continuity
- Requirements for third-party business partners and contractors
- Compliance with information security or privacy laws, rules, regulations, or standards
- Any other information security policies
- A copy of its SOC 2, Type 2 assessment on a yearly basis to the extent such an assessment is available.

### 18.4 Policy Requirements

In addition to addressing the elements set forth above:

- The Contractor must indicate in their policies the date of the most recent revision.



## 19 SECURITY OBJECTIVES

This section will identify and provide a common understanding of the security objectives required to facilitate the comprehensive controls necessary to operate this project at an acceptable level of risk.

### 19.1 System Hardening

System hardening refers to making changes to the default configuration of a server and its operating system (OS), software applications, and required third-party software to reduce system security vulnerabilities.

On-premise Components:

- The Department will provide and maintain its infrastructure and software below the application tier, including with respect to security patching. These patches will run through the Department's standard patch process.
- The Contractor will manage application software and apply application software patches as part of the regular application release process.

Cloud Components:

- The Contractor shall apply security patches to its operating systems, applications, and third-party software updates such as virus scanners. These patches will be in effect for the Department upon release.
- Upon request from the Department, the Contractor will provide documentation on patch management and its update processes.
- The Contractor will apply, verify, and test all patches on a non-production reference environment before distribution.

## 20 GENERATIVE ARTIFICIAL INTELLIGENCE

### 20.1 DEFINITIONS

For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS (Revised and Effective 6/21/22).

- 20.1.1 Artificial Intelligence (AI): an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).
- 20.1.2 GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.
- 20.1.3 Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.



- 20.1.4 Generative AI (GenAI): an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI Training Data (Gov Code §11549.64).
- 20.1.5 Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.
- 20.1.6 Materially Impacts: shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.
- 20.1.7 Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivate works of a Prompt or collection of Prompts.

## 20.2 GENAI DISCLOSURE OBLIGATIONS

### 20.2.1 Disclosure Obligations

- (a) Contractor must immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- (b) Such notification shall be provided to the State designee identified in this Contract.
- (c) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- (d) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

### 20.2.2 Failure to Disclose or Discontinue GenAI Use

The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 17 of the CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS (Revised and Effective 6/21/22).



## 20.3 CONTRACTOR'S OBLIGATIONS FOR RESPONSIBLE USE

- 20.3.1 Contractor shall ensure that it has obtained all necessary consents, permissions, and licenses from data subjects and third parties to use the GenAI for this Contract. Subject to Section 21 of the CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS (Revised and Effective 6/21/22), Contractor represents and warrants, it has the appropriate U.S. Intellectual Property Rights associated with any GenAI used in the Deliverables provided under the Contract.
- 20.3.2 Contractor shall ensure that the GenAI included, or made available as part of the Deliverables is equitable, non-discriminatory, and reasonably well-designed to avoid harmful, offensive, dangerous, and unlawful impact. (Government Code 11549.63. Contractor shall be liable for any Hallucination produced by the GenAI that has an adverse impact on Generated Data or a Deliverable.
- 20.3.3 Contractor shall comply with all applicable laws and regulations, including as set forth in Section 7 of the CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS (Revised and Effective 6/21/22) and these General Provisions in relation to the provision or use of any GenAI in the Deliverables.

## 20.4 GENAI TRAINING DATA OWNERSHIP

Except as otherwise agreed to by the Parties, Contractor shall retain all ownership and intellectual property rights in the GenAI Training Data it provides.

## 20.5 RIGHTS TO STATE GENERATED DATA

In addition to Government Purpose Rights set forth in Section 9 of the CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS (Revised and Effective 6/21/22), the Parties agree that Generated Data created from a State provided Prompt is not a derivative work of the GenAI Training Data. Notwithstanding the preceding sentence, in the event a court of competent jurisdiction determines that Generated Data created from a State-provided Prompt constitutes a derivative work of the GenAI Training Data, Contractor agrees to grant the State an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right, and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Generated Data for any State Government Purpose Rights.

## 20.6 CONTRACTOR'S USE OF STATE DATA

Contractor shall not incorporate any Non-Public State Data into GenAI Training Data and shall not otherwise utilize Non-Public State Data to train, tune, maintain, improve, or develop GenAI, except with the express written authorization from the State specifying the Non-Public State Data that may be used along with the acceptable scope of such usage.



## 21 TERMS AND CONDITIONS

The following terms and conditions shall apply:

- General Provisions – Information Technology – Cloud Computing – Software as a Service (SaaS) ([DGS PD-401 IT Cloud Computing SaaS](#)), revised and effective 06/21/2022.
- [Cloud Computing Special Provisions for Software as a Service \(SaaS\)](#), revised 3/1/18 and effective 03/15/18.
- Flock Safety's Master Services Agreement (Exhibit C).

In the event of any inconsistency between articles, attachments, specifications, or provisions which constitute the contract, the State's General Provisions order of precedence shall apply.

The service and the Department's continued use of the services shall be subject to Flock Safety's Master Services Agreement, included herein as Exhibit C.

## 22 MODIFICATIONS AND CLARIFICATIONS.

### 22.1 Modifications and Clarifications to the General Provisions

- A. In lieu of Section 13(c) (Warranty) of the General Provisions – Information Technology – Cloud Computing – Software as a Service (SaaS) (the “General Provisions”), the Parties hereby agree to the following:

Unless otherwise specified in the Statement of Work, if Contractor fails to meet any of the above limited warranties and the State notifies Contractor within the warranty period, then the State's remedy and the Contractor's obligation will be re-performance, repair, or replacement. In the event the Contractor fails to re- perform, repair, or replace the products and/or Services as appropriate, the State may terminate the Contract in accordance with the Service Provider's service agreement.

- B. The parties further clarify Section 16(c) (Termination for Convenience of the State) of the General Provisions as follows:

Notwithstanding anything to the contrary, the provisions of this Section shall not apply during the first year of the Contract term. For the avoidance of doubt, in the event the State terminates the Contract in accordance with the provisions of this Section, the State shall not be entitled to a refund of payments already remitted.

- C. The Parties further clarify Section 31(a) (Protection of Proprietary Software and Other Proprietary Data) of the General Provisions as follows:

The State agrees that all proprietary material furnished hereunder by the Contractor is provided for the State's exclusive use for the purposes of this Contract only, whether such material is appropriately marked or identified in writing as proprietary, or is otherwise disclosed in such a manner that a reasonable person would understand such material to be proprietary.



D. The Parties further clarify Section 35(b) (Disputes) of the General Provisions as follows:

Pending final resolution of any dispute arising under, related to or involving this Contract, the parties must continue to perform in accordance with the terms of the Contract, including the obligation to follow the dispute resolution process described in this Section 35 (Disputes). To the extent that the State's instructions are relevant to the performance of this Contract, the pendency of an unresolved dispute does not absolve Contractor of the obligation to proceed in accordance with such instructions, unless such instructions contravene Contract terms or applicable law.

## 22.2 Modifications and Clarifications to the Special Provisions

A. The Parties further clarify the definition of "Cloud Software as a Service (SaaS)" set forth in Section 1 (Definitions) of the Cloud Computing Services Special Provisions (the "Special Provisions") as follows:

For the avoidance of doubt, the defined term "Cloud Software as a Service (SaaS)," expressly excludes hardware. Notwithstanding anything to the contrary, the State's access to SaaS is contingent upon State's functional internet connection.

B. The Parties further clarify Section 3(a) (Data Availability) of the Special Provisions as follows:

For the avoidance of doubt, the term "agreed-upon maintenance downtime" as used in this subsection includes downtime for "Service Interruption" and/or "Service Suspension" as those terms are described in sections 2.5 and 2.6, respectively, of Exhibit C, Attachment A (Master Services Agreement).

C. The Parties further clarify Section 4(a)(2) (SaaS and Data Security) of the Special Provisions as follows:

Contractor's obligation to undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit shall be met within one (1) year of the Effective Date of the Agreement.

D. The Parties further clarify Section 7 (Rights to Data) of the Special Provisions as follows:

For the avoidance of doubt, the provisions of this Section 7 do not prohibit Contractor's use of anonymized data in accordance with Section 4.3 (Anonymized Data) of Exhibit C, Attachment A (Master Services Agreement).

E. The Parties further clarify Section 8(a) (Transition Period) of the Special Provisions as follows:

For the avoidance of doubt, Contractor's obligations under this subsection 8(a) are subject to the Retention Period referenced in relevant sections of Exhibit C, Attachment A (Master Services Agreement), which Retention Period may be less than the ninety (90) days prior notice specified in this Section 8(a).



## 23 BUDGET DETAIL AND PAYMENT PROVISIONS

### 23.1 Invoicing and Payment

- A. For services satisfactorily rendered and upon deliverable acceptance and approval of the invoice(s), the State agrees to compensate the Contractor in accordance with the rates specified in the Purchase Order, attached hereto and made a part of this Agreement. In the event the State decides to renew after expiration of the 1-year base term and 2 optional 1-year extensions (collectively, the "Initial Term"), pricing terms are to be mutually agreed upon by the parties. Flock reserves the right to change the fees for subsequent renewals by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or additional renewal (as applicable).
- B. During the first year of service, Contractor will provide the Department with monthly pro rata invoices for any installed ALPR cameras. Following the first year, the Department will be invoiced on an annual basis on the anniversary of the date of execution.
- C. Contractor agrees to submit one (1) original hard copy of all invoices no more than once monthly, clearly indicating the Agreement number to:

California Highway Patrol  
Attn: ITS/Acquisition  
Services/041 PO Box 942898  
Sacramento, CA 94298-0001

Invoices not on pre-printed bill heads shall be signed by the Contractor furnishing the services.



## APPENDIX A – Deliverable Acceptance Document

	California Highway Patrol [Insert Project Name]		
<b>Deliverable Acceptance Document</b>			
GENERAL INFORMATION			
<b>Prepared By:</b>	First Last	<b>Date:</b>	mm/dd/yyyy
<b>Contractor Name:</b>	Contractor Name	<b>Agreement #:</b>	041D##### or ##C041###
Name	Phone	E-mail	
Project Manager	First Last, Classification	(###) ####-####	first.last@chp.ca.gov
OPI Sponsor	First Last, Classification	(###) ####-####	first.last@chp.ca.gov
IT Sponsor	First Last, Classification	(###) ####-####	first.last@chp.ca.gov
Executive Sponsor	First Last, Classification	(###) ####-####	first.last@chp.ca.gov
<input type="checkbox"/> Phase or major deliverable acceptance <input type="checkbox"/> Final product acceptance			
DELIVERABLE(S)			
<b>Deliverable Name:</b> Deliverable Name			
<b>Description:</b> Describe the deliverable being submitted. If you know the Task ID or if it's a milestone, be sure to include that information here.			
Sub-Deliverables/Tasks	Approver	Date Approved	
[Insert Sub-Deliverable/Task Name]	[Insert Approver Name]	[Enter the approval date]	
Concept Phase Checklist		[XX/XX/YYYY]	
Initiating Phase Checklist		[XX/XX/YYYY]	
Planning Phase Checklist		[XX/XX/YYYY]	
APPROVALS			
<input type="checkbox"/> Approved <input type="checkbox"/> Accepted with changes <input type="checkbox"/> Rejected	<b>Comments:</b> Any pertinent comments shall be documented here. In particular, if the deliverable is rejected, the specific reasons shall be listed here. Include and reference attachments if necessary.		
[Acceptor's Role] Signature:			<b>Date:</b> mm/dd/yyyy
<input type="checkbox"/> Approved <input type="checkbox"/> Accepted with changes <input type="checkbox"/> Rejected	<b>Comments:</b> Any pertinent comments shall be documented here. In particular, if the deliverable is rejected, the specific reasons shall be listed here. Include and reference attachments if necessary.		
OPI Sponsor Signature:			<b>Date:</b> mm/dd/yyyy



## APPENDIX B – Work Authorization Form

	California Highway Patrol [Insert Project Name]																												
<b>WORK AUTHORIZATION FORM</b>																													
WORK AUTHORIZATION NUMBER  WA #	PAGE(S)  1 of 2																												
<b>TITLE</b> <hr/>																													
<b>TASK SUMMARY</b> ( <i>Brief description of tasks to be performed under work authorization</i> )																													
<table border="1"><thead><tr><th>Deliverable #   Description</th><th>Qty</th><th>Cost Per</th><th>Extended Cost</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td align="right" colspan="3">Total</td><td></td></tr></tbody></table>		Deliverable #   Description	Qty	Cost Per	Extended Cost																					Total			
Deliverable #   Description	Qty	Cost Per	Extended Cost																										
Total																													
START DATE	COMPLETION DATE																												
<b>TOTAL ESTIMATED COST</b> \$ _____																													
This task will be performed in accordance with the Work Authorization and the provisions of Contract Number [Insert Number].																													
Work Authorization Form	[Insert Contract #]   Page 1 of 2																												



	California Highway Patrol [Insert Project Name]
<b>APPROVALS</b>	
VENDOR CONTRACT ADMINISTRATOR NAME	TITLE
SIGNATURE	DATE
STATE CONTRACT ADMINISTRATOR NAME	TITLE
SIGNATURE	DATE
Work Authorization Form [Insert Contract #]   Page 2 of 2	

**Attachment A - Installation Locations**

Primary Location	Cross Street	Off/On Ramp	City	# of Cameras	GPS	Notes
<b>Interstate 580 from MacArthur Maze to SR-13</b>						
1-580	E/O Hollis Street		Oakland			
1-580	Sr-24		Oakland			
1-580	Richmond Blvd		Oakland			
1-580	Chetwood Street		Oakland			
1-580	E/O Grand Avenue		Oakland			
1-580	E/O lakeShore Avenu		Oakland			
1-580	W/O Park Blvd		Oakland			
1-580			Oakland			
1-580	E/O Beaumont Avenue		Oakland			
1-580	Fruitvale Avenue		Oakland			<b>Flock pole due to limited solar</b>
1-580	Coolidge Avenue		Oakland			<b>Flock pole due to limited solar</b>
1-580	35th Avenue		Oakland			
1-580	High Street		Oakland			<b>Flock pole due to limited solar</b>
1-580	E/O High Street		Oakland			
1-580	E/O High Street		Oakland			
1-580	W/O Sr-13		Oakland			<b>Flock pole due to limited solar/ install options prior to turn for Calaveras Ave</b>
1-580	W/O Sr-13		Oakland			<b>Flock pole due to no existing infrastructure</b>
1-580	W/O Sr-13		Oakland			
1-580	W/O MacArthur Blvd		Oakland			<b>Flock pole due to no existing infrastructure</b>
1-580	High Street		Oakland			
1-580	35th Avenue		Oakland			
1-580	E/O Coolidge Avenue		Oakland			
1-580	W/O Fruitvale Avenue		Oakland			
1-580	Beaumont Avenue		Oakland			
1-580	Park Blvd		Oakland			
1-580	Lake Park Ave		Oakland			
1-580	Grand Avenue		Oakland			
1-580	Grand Avenue		Oakland			
1-580	Chetwood Street		Oakland			
<b>Interstate 580 from Seminole to SR-13</b>						
1-580	Seminole Avenue		Oakland			<b>Flock pole due to no existing infrastructure</b>
1-580	Edwards Avenue		Oakland			<b>Flock pole due to limited solar/ tree coverage on light poles</b>
1-580	Keller Avenue		Oakland			
1-580	Keller Avenue		Oakland			
1-580	Golf links Road		Oakland			<b>Flock pole due to no existing infrastructure</b>
1-580	Golf links Road		Oakland			<b>Flock pole due to no existing infrastructure</b>
1-580	E/O Keller Avenue		Oakland			
1-580	W/O Keller Avenue		Oakland			
1-580	Edwards Avenue		Oakland			<b>Flock pole due to no existing infrastructure</b>
1-580	Kuhnle Avenue		Oakland			
1-580	Sr-13		Oakland			
1-580	Golf links Road		Oakland			<b>Flock pole due to no existing infrastructure</b>
1-580	108th Avenue		Oakland			<b>Flock pole due to no existing infrastructure</b>
1-580	108th Avenue		Oakland			
1-580	Golf links Road		Oakland			<b>Flock pole due to no existing infrastructure</b>
<b>Interstate 80 from MacArthur Maze to SR-13</b>						
1-80	E/O Toll Plaza		Oakland			<b>Three lanes - 2 cameras would be needed for perfect coverage</b>
1-80	E/O Toll Plaza		Oakland			<b>Flock pole due to limited existing infrastructure</b>

## Attachment A - Installation Locations

Primary Location	Cross Street	Off/On Ramp	City	# of Cameras	GPS	Notes
<b>Interstate 880 from Interstate 580 to 98th Avenue</b>						
1-880	W. Grand Avenue		Oakland	1		
1-880	W. Grand Avenue		Oakland	1		
1-880	7th Street		Oakland	1		Flock pole • No existing infrastructure
1-880	5th Street		Oakland	1		
1-880	Market Street		Oakland	1		
1-880	Broadway		Oakland	1		
1-880	Oak Street		Oakland	1		
1-880	N/O 16th Street		Oakland	1		
1-880	N/O 16th Street		Oakland	1		
1-880	N/O 23rd Avenue		Oakland	1		
1-880	23rd Avenue		Oakland	1		
1-880	29th Avenue		Oakland	1		
1-880	29th Avenue		Oakland	1		
1-880	International Blvd		Oakland	1		
1-880	S/O High Street		Oakland	1		
1-880	68th Avenue		Oakland	1		
1-880	68th Avenue		Oakland	1		
1-880	Hegenberger Road		Oakland	1		
1-880	Hegenberger Road		Oakland	1		
1-880	Hegenberger Road		Oakland	1		
1-880	Hegenberger Road		Oakland	1		
1-880	98th Avenue		Oakland	1		Flock pole suggested due to no usable existing infrastructure
1-880	98th Avenue		Oakland	1		Flock pole suggested due to no usable existing infrastructure
1-880	98th Avenue		Oakland	1		Flock pole suggested due to no usable existing infrastructure
1-880	98th Avenue		Oakland	1		
1-880	Hegenberger Road		Oakland	1		
1-880	Hegenberger Road		Oakland	1		
1-880	68th Avenue		Oakland	1		
1-880	68th Avenue		Oakland	1		
1-880	N/O 68th Avenue		Oakland	1		
1-880	International Blvd		Oakland	1		
1-880	29th Avenue		Oakland	1		
1-880	29th Avenue		Oakland	1		
1-880	23rd Avenue		Oakland	1		
1-880	23rd Avenue		Oakland	1		
1-880	5th Avenue		Oakland	1		
1-880	Oak Street		Oakland	1		
1-880	5/0 Harrison Street		Oakland	1		
1-880	Harrison Street		Oakland	1		
1-880	1-980		Oakland	1		
1-880	5th Street		Oakland	1		Flock pole due to no usable infrastructure
1-880	7th Street		Oakland	1		

## Attachment A - Installation Locations

Primary Location	Cross Street	Off/On Ramp	City	# of Cameras	GPS	Notes
<b>Interstate 980 from 1-580 to 1-880</b>						
I-980	11th Street		Oakland	1		
I-980	17th Street		Oakland	1		
I-980	12th Street		Oakland	1		
I-980	18th Street		Oakland	1		
I-980	27th Street		Oakland	1		
I-980	27th Street		Oakland	1		
I-980	San Pablo Avenue		Oakland	1		
I-980	18th Street		Oakland	1		
I-980	17th Street		Oakland	1		
I-980	Washington Street		Oakland	1		
I-980	11th Street		Oakland	1		
<b>State Route 13 From Inter</b>						
Sr-13	Mountain Boulevard		Oakland	1		
Sr-13	Carson Street		Oakland	1		
Sr-13	Redwood Road		Oakland	1		
Sr-13	Redwood Road		Oakland	1		
Sr-13	Joaquin Miller Road		Oakland	1		
Sr-13	Joaquin Miller Road		Oakland	1		
Sr-13	Park Blvd		Oakland	1		
Sr-13	Park Blvd		Oakland	1		
Sr-13	Thornhill Drive		Oakland	1		
Sr-13	Thornhill Drive		Oakland	1		
Sr-13	Thornhill Drive		Oakland	1		
Sr-13	5/0 Broadway Terrace		Oakland	1		Flock pole needed to capture prior to split
Sr-13	Broadway Terrace		Oakland	1		Flock pole due to no usable light poles
<b>State Route 24 from 1-580 to</b>						
Sr-24	MacArthur Blvd		Oakland	1		No exit onto 42nd St • I was able to locate an exit to 40th St
Sr-24	55th Street		Oakland	1		
Sr-24	Telegraph Avenue		Oakland	1		Flock pole due to no useable light pole in area
Sr-24	Presley Way		Oakland	1		
Sr-24	W/O Golden Gate Ave		Oakland	1		
Sr-24	W/O Caldecott Tunnel		Oakland	1		
Sr-24	W/O Caldecott Tunnel		Oakland	1		
Sr-24	W/O Caldecott Tunnel		Oakland	1		
Sr-24	W/O Caldecott Tunnel		Oakland	1		
Sr-24	E/O Sr-13		Oakland	1		
Sr-24	Golden Gate Avenue		Oakland	1		
Sr-24	Patton Street		Oakland	1		
Sr-24	Presley Way		Oakland	1		Flock pole
Sr-24	E/O West Street		Oakland	1		
Sr-24	Claremont Avenue		Oakland	1		
Sr-24	Claremont Avenue		Oakland	1		
Sr-24	45th Street		Oakland	1		

## Attachment A - Installation Locations

Primary Location	Cross Street	Off/On Ramp	City	# of Cameras	GPS	Notes
<b>Interstate 80 from Gilman Street to S/O Central</b>						
1-80	Buchanan Street		Albany			
1-80	Buchanan Street		Albany			
1-80	E/O 1-580/1-80 Split		Albany			
1-80	Buchanan Street		Albany			
<b>Interstate 80 from Ashby</b>						
1-80	Ashby Avenue		Berkeley			
1-80	University Avenue		Berkeley			
1-80	University Avenue		Berkeley			
1-80	University Avenue		Berkeley			
1-80	Gilman Street		Berkeley			
1-80	Gilman Street		Berkeley			
1-80	Gilman Street		Berkeley			
<b>Interstate 580 from Fair</b>						
1-580	Fairmont Drive		Castro Valley			
1-580	164th Avenue		Castro Valley			
1-580	164th Avenue		Castro Valley			
1-580	1-238		Castro Valley			
1-580	1-238		Castro Valley			
1-580	1-238		Castro Valley			
1-580	1-238		Castro Valley			
1-580	Redwood Road		Castro Valley			
1-580	Redwood Road		Castro Valley			
1-580	Redwood Road		Castro Valley			
1-580	Redwood Road		Castro Valley			
1-580	Strobridge Ave		Castro Valley			
1-580	1-238		Castro Valley			
1-580	164th Avenue		Castro Valley			
1-580	164th Avenue		Castro Valley			
1-580	Fairmont Drive		Castro Valley			
<b>Interstate 80 from MacA</b>						
1-80	Ashby Avenue		Emeryville			
1-80	Ashby Avenue		Emeryville			
1-80	Powell Street		Emeryville			
1-80	Powell Street		Emeryville			
1-80	Powell Street		Emeryville			
1-80	Powell Street		Emeryville			

## Attachment A - Installation Locations

Primary Location	Cross Street	Off/On Ramp	City	# of Cameras	GPS	Notes
<b>Interstate 880 from S/0 1-238 to Whipple Road</b>						
I-880	Hesperian Blvd		San Lorenzo			Mapped • Alameda County has one at this spot currently in permitting.
I-880	W. A Street		Hayward			Flock pole
I-880	W. A Street		Hayward			
I-880	W. Winton Avenue		Hayward			
I-880	W. Winton Avenue		Hayward			
I-880	W. Winton Avenue		Hayward			
I-880	Sr-92		Hayward			
I-880	Sr-92		Hayward			
I-880	Tennyson Road		Hayward			
I-880	Tennyson Road		Hayward			
I-880	Tennyson Road		Hayward			
I-880	Industrial Parkway		Hayward			
I-880	Industrial Parkway		Hayward			
I-880	Whipple Road		Hayward			
I-880	Whipple Road		Hayward			
I-880	Whipple Road		Hayward			
I-880	Whipple Road		Hayward			
I-880	Industrial Parkway		Hayward			
I-880	Tennyson Road		Hayward			
I-880	Tennyson Road		Hayward			
I-880	Tennyson Road		Hayward			
I-880	Sr-92		Hayward			
I-880	Sr-92		Hayward			
I-880	W. Winton Avenue		Hayward			
I-880	W. Winton Avenue		Hayward			
<b>TOTAL COUNT</b>				190		

**Attachment A - Installation Locations**

Name	Latitude	Longitude	Address	Priority
				1
				2
				3
				4
				5
				6
				7
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**Attachment A - Installation Locations**

Name	Latitude	Longitude	Address	Priority
				38
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**Attachment A - Installation Locations**

Name	Latitude	Longitude	Address	Priority
				76
				77
				78
				79
				80
				81
				82
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**Attachment A - Installation Locations**

Name	Latitude	Longitude	Address	Priority
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**Attachment A - Installation Locations**

Name	Latitude	Longitude	Address	Priority
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**Attachment A - Installation Locations**

Name	Latitude	Longitude	Address	Priority
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**Attachment A - Installation Locations**

Name	Latitude	Longitude	Address	Priority
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**Attachment A - Installation Locations**

Name	Latitude	Longitude	Address	Priority
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**Attachment A - Installation Locations**

Name	Latitude	Longitude	Address	Priority
[REDACTED]				291
[REDACTED]				292
[REDACTED]				293
[REDACTED]				294
[REDACTED]				295
[REDACTED]				296
[REDACTED]				297
[REDACTED]				298
[REDACTED]				299
[REDACTED]				300

## Exhibit B- COST WORKSHEET

Agreement number: 2720-065PR3075 – Amendment 2

Item #	Quantity	Description	Taxable Yes/No	Year 1	
				Unit Cost	Total Price
1	1 ea	<b>Flock Safety Platform</b> Annual Subscription Term	No	included	\$1,472,000
2	1 ea	<b>Flock Safety Flock OS</b> FlockOS™ - Essentials	No	Included	Included
3	464 ea	<b>Flock Safety LPR Products</b> Flock Safety Falcon®	No	Included	Included
4	16 ea	<b>Flock Safety LPR Products</b> Flock Safety Falcon® LR	No	Included	Included
		<b>Professional Services and One Time Purchases</b>			
		<b>One Time Fees</b>			
5	410 ea	Professional Services - Existing Infrastructure Implementation Fee	No	\$150	\$61,500
6	16 ea	Professional Services - Advanced Implementation Fee (Falcon LR)	No	\$1,000	\$16,000
7	23 ea	Professional Services - Standard Implementation Fee	No	\$650	\$14,950
8	31 ea	Professional Services - Advanced Implementation Fee	No	\$1,900	\$58,900
				Total Sales Tax	\$N/A
				Total Extended Price for Year 1	\$ 1623,350

## Exhibit B- COST WORKSHEET

Agreement number: 2720-065PR3075 – Amendment 2

Year 2 (optional year)					
Item #	Quantity	Description	Taxable Yes/No	Unit Cost	Total Price
1	1 ea	<b>Flock Safety Platform</b> Annual Recurring Subscription Term March 29, 2025 – March 28, 2026	No	Included	\$570,000
2	1 ea	10% Unanticipated Tasks per Section 12 of the Statement of Work	No	Included	\$57,000
3	1 ea	Credit Adjustment	No	Included	-\$37,600.11
					Total Sales Tax      \$N/A Total Extended Price for Year 2      \$589,399.89

## Exhibit B- COST WORKSHEET

Agreement number: 2720-065PR3075 – Amendment 2

		Year 3 (optional year)			
Item #	Quantity	Description	Taxable Yes/No	Unit Cost	Total Price
1	1 ea	<b>Flock Safety Platform</b> Annual Recurring Subscription Term March 28, 2026 – March 28, 2027	No	Included	\$570,000
2	1 ea	Credit Adjustment	No	Included	-\$570,000
				Total Sales Tax	\$0
				Total Extended Price for Year 3	\$0

For items taxed, the sales tax rate applied should be based on the rate of the area where the service is to be provided. See Board of Equalization Regulation 1502 (f) (1) (D).

\*\*\*\*Flock Safety Comment:

All Flock Safety devices are provided “as a service”, therefore are not applicable to California tax.

## **Exhibit C □ Master Service Agreement**

### **ATTACHMENT A**

#### **MASTER SERVICE AGREEMENT**

This Master Services Agreement (this □*MSA*□) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (□*Flock*□) and the California Highway Patrol (□*Customer*□ or □*State*□) (each a □*Party*,□ and together, the □*Parties*□). The Parties agree as follows:

#### **RECITALS**

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock□s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (□*Notifications*□);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock□s standard Retention Period (defined below) Flock deletes all Footage on a rolling 28-day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services 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 and evidence gathering for law enforcement purposes, (□*Permitted Purpose*□).

## AGREEMENT

### 1. DEFINITIONS

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

1.1 **Anonymized Data** means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 **Authorized End User(s)** means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 **Customer Data** means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. **Customer Hardware** means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 **Embedded Software** means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 **Flock Hardware** means the Flock device(s), which may include the pole, 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 as specifically set forth in the applicable product addenda.

1.7 **Flock IP** means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 **Flock Network End User(s)** means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

- 1.9 ***Flock Services*** means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.10 ***Footage*** means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.
- 1.11 ***Hotlist(s)*** means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.12 ***Installation Services*** means the services provided by Flock for installation of Flock Services.
- 1.13 ***Retention Period*** means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.
- 1.14 ***Vehicle Fingerprint*** means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.
- 1.15 ***Web Interface*** means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (***Retention Period***). Authorized End Users will be required to sign up for an account and select a password and username (***User ID***). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User

which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as *Support Services*).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (*Service Interruption*). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including

any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account (***Service Suspension***). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### **3. CUSTOMER OBLIGATIONS**

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password

information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *□Customer Obligations□*).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

#### **4. DATA USE AND LICENSING**

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data. The above notwithstanding, and in compliance with California law, Flock shall not share or provide Customer Data to any government or private entity other than the State of California or any city, county, or city and county within the State of California, or any agency or political subdivision thereof, (collectively, □California Governmental Entities□) or use Customer Data on behalf of any government or private entity other than California Governmental Entities, except as to provide Customer with Flock Services as directed by Customer.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced

by Customer ( ***Customer Generated Data***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell or share Customer Generated Data, except as required to provide Flock Services to Customer. The above notwithstanding, and in compliance with California law, Flock shall not share or provide Customer Generated Data to of any government or private entity other than California Governmental Entities, or use Customer Generated Data on behalf of any government or private entity other than California Governmental Entities, except as to provide Customer with Flock Services as directed by Customer.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell or share Anonymized Data, except as required to provide Flock Services to Customer.

## 5. CONFIDENTIALITY; DISCLOSURES

**5.1 Confidentiality.** Each Party (the  ***Receiving Party***) understands that the other Party (the  ***Disclosing Party***) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as  ***Proprietary Information*** of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to

protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, except as may be required by applicable law. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. Unless prohibited by applicable law, at the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right

appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities or government officials, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations. The above notwithstanding, under no circumstances may Footage or other Customer Data be shared with, provided to, or used on behalf of any government or private entity other than the State of California or any city, county, or city and county within the State of California, or any agency or political subdivision thereof.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim.

## **7. TERM AND TERMINATION**

**7.1 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (*Cure Period*). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the

benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.2 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, and 11.1.

## **8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER**

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a □**Defect**□), Customer must notify Flock□s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule, as detailed in the Customer Implementation Guide, attached hereto as Attachment C. In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock□s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER□S SOLE REMEDY, AND FLOCK□S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR

ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED  AS IS AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

**8.5 Insurance.** Flock will maintain the insurance policies as stated in Attachment B.

**8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. INDEMNITY**

**9.1 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.2 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flocks installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flocks performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (**Deployment Plan**). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C (**Customer Obligations**). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.3 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives (*Special Terms*). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.4 Publicity.** Flock may reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts with prior written authorization of Customer.

**11.5 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.6 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United

States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation (FAR), section 2.101, the Services, the Flock Hardware and Documentation are commercial items and according to the Department of Defense Federal Acquisition Regulation (DFAR) section 252.2277014(a)(1) and are deemed to be commercial computer software and commercial computer software documentation. Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation 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.

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

**11.8 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

**11.9 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

**11.10 Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

**FLOCK NOTICES ADDRESS:**

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

**Customer NOTICES ADDRESS:**

ADDRESS: 601 North 7<sup>th</sup> Street, Building B, Sacramento, CA 95811

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ATTN: California Highway Patrol, Field Support Section

Primary: Captain Jason Cavett

Secondary: Lieutenant Lamonte Bosco

---

EMAIL: Primary: [jcavett@chp.ca.gov](mailto:jcavett@chp.ca.gov)

Secondary: [lbosco@chp.ca.gov](mailto:lbosco@chp.ca.gov)

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**ATTACHMENT B**  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than □A□ and □VII□. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Attachment C

**Customer Implementation Guide**

# **Law Enforcement**



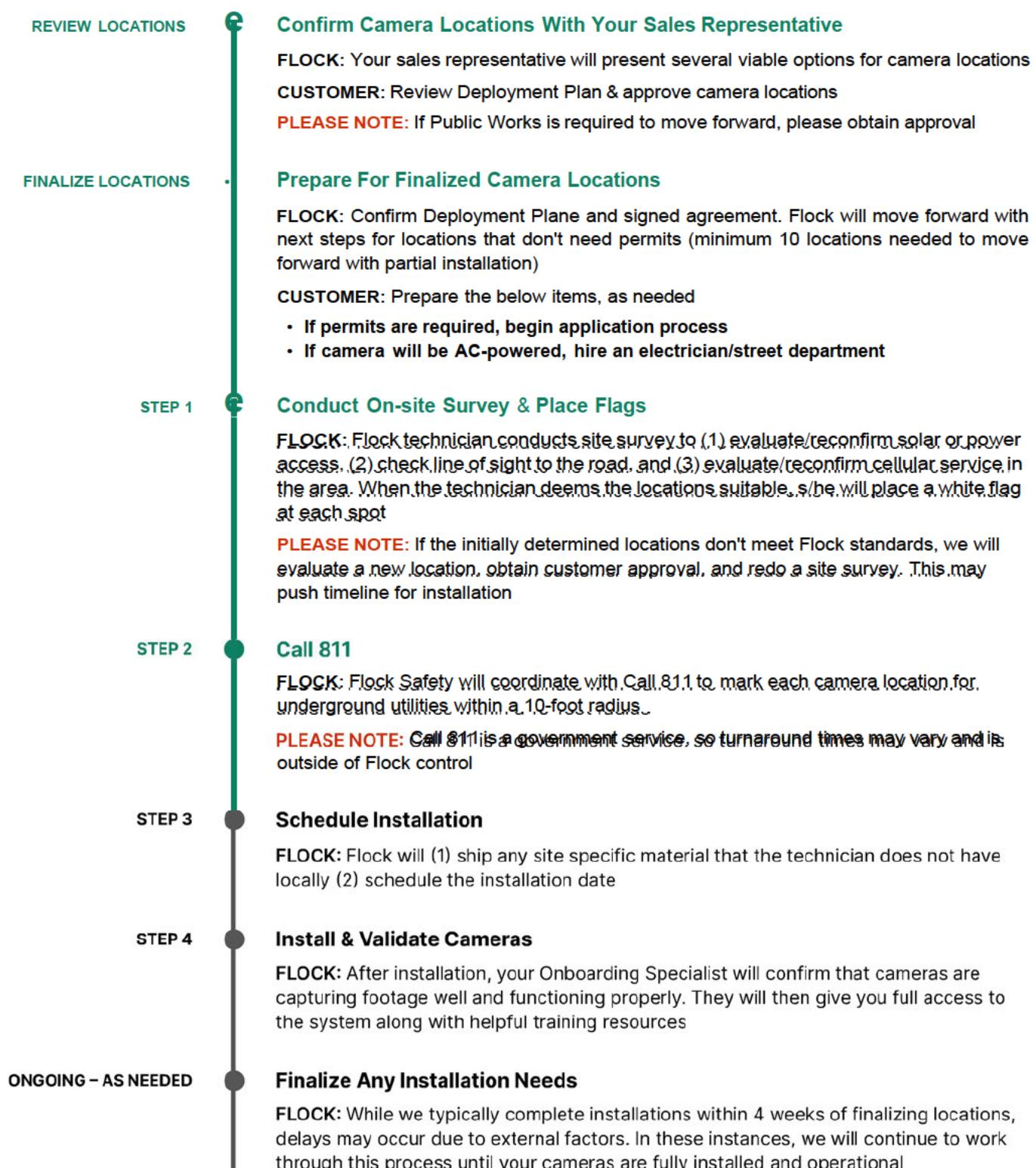
**flock safety**

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# Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



# Flock Safety Team

Implementation Team	How They Will Support You
 <b>Project Manager</b>	<p>Your <b>Project Manager</b> is your <b>primary contact during camera installation</b>.</p> <p>Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
 <b>Field Operations Team</b>	<ul style="list-style-type: none"><li>The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.</li><li>They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.</li><li><b>*Note*</b>: For <b>all Installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician.</li></ul>

Relationship Team	How They Will Support You
 <p><b>Customer Success Manager</b></p>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none"> <li>• Set up Account Training</li> <li>• Understand benefits of features</li> <li>• Learning best practices for getting relevant data</li> <li>• Identifying opportunities to expand the security network in your area</li> <li>• Provide feedback on your partnership with Flock</li> </ul>
 <p><b>Flock Safety Support</b></p>	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. <b>To get in touch with support</b>, simply email <a href="mailto:support@flocksafety.com">support@flocksafety.com</a> or call <b>866-901-1781</b> Mon-Fri 8am-8pm EST.</p> <p>Support can help you:</p> <ul style="list-style-type: none"> <li>• Request camera maintenance</li> <li>• Troubleshoot online platform</li> <li>• Contract/ Billing questions</li> <li>• Update account information</li> <li>• Camera Sharing questions</li> <li>• Quick "How to" questions in your Flock Account</li> </ul>

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

**PLEASE NOTE:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

# Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

## Existing Infrastructure Implementation

**COST:** \$150 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
  - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
  - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' using an A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

## **Out Of Scope:**

**By default, Flock does not include the following as part of the Existing Infrastructure Implementation Service but can provide a quote for sourcing at an additional cost:**

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 8111 'Call Before You-Dig' system
- Installation of any poles including but not limited to
  - Standard, 12' above grade [Flock breakaway pole](#)
    - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
  - A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
  - Special equipment rentals for site access
  - Site-specific engineered traffic plans
  - Third-party provided traffic control
  - State or city-specific specialty contractor licenses or unique attachment/connection requirements
  - Custom engineered drawings
  - Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset/ infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Standard Implementation

**COST:** \$650 per camera (one time cost)

### Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with [standard. 12' above grade Flock breakaway pole](#)

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## **Out Of Scope:**

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset/ infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

## Advanced Implementation

**COST:** \$1,900 per camera (one time cost)

### Included In Scope:

Once Designated Locations are confirmed as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811's 'Call Before you Dig' system to receive legal dig date
  - Apply approved markings. Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meetings
- Each installation may include the following:
  - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

# Things to Consider When Selecting Locations

## Falcon Cameras

- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or "stop and go" traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.\*
  - They should be mounted one per pole.\*\* If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).\*\*\*
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.



\* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

\*\* Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

\*\*\* Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

## Solar Panels

Solar panels need unobstructed southern-facing views.



## Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



# Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. [See steps 2 and 6 below.](#)

## How to Get Started with a Powered Install



### 1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



### 2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



### 3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



### 4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



### 5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



### 6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

# Electrician Handout

## Electrician Installation Steps

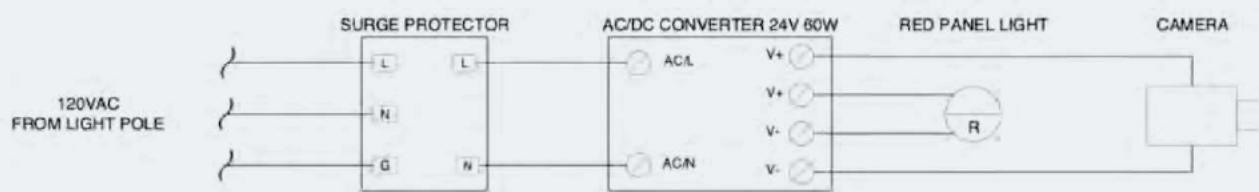
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts  $\frac{1}{2}$ " conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
  - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
  - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



**Southeast Region - (678) 562-8766**

**West-Region - (804) 607-9213**

**Central & NE Region - (470) 868-4027**



# FAQs about AC-Powered Flock Cameras

## What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

## How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

## Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

## Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

## How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

## What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

**Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

### **How long does this process typically take?**

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

### **What kind of electrician should I look for?**

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

### **What happens if the electrician damages the equipment?**

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

### **When should the electrician perform his work?**

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

### **What if my electrician has questions about Flock's AC Kit?**

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

### **What if the AC power is on a timer?**

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

# Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review <a href="#">Fees Sheet</a> For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For Falcon™ Flex	

\*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

\*\*\*If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

# Permitting: Pre-Install Questionnaire

## 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

## 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the Row buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

## 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

## 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?\***

**PLEASE NOTE:** If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required {cones, arrow boards, etc.}:**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices [MUTCD](#).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required,** the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

## **\*Fee Schedule**

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

### **What Services Incur Fees:**

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
  - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy  
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

### **Incurred Fees:**

- Camera relocation
  - Existing infrastructure (non-AC powered) ..... \$350
  - Flock pole (non-AC powered) ..... \$750
  - Advanced pole (non-AC powered) ..... \$5000
- Replacements
  - Camera only as a result of vandalism, theft, or damage ..... \$800
  - Pole replacement only as a result of vandalism, theft, or damage
    - Flock pole ..... \$500
    - Advanced pole ..... \$5000
  - Full replacement as a result of vandalism, theft, or damage
    - Flock pole, camera, and solar (non-AC Powered) ..... \$1300
    - Advanced pole, camera, and solar (non-AC Powered) ..... \$5800

- Trip charge ..... \$350
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email [support@flocksafety.com](mailto:support@flocksafety.com).

## Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

[How do I reset my / another user's password?](#)

## Customer Support

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com). They can help answer any "How-To" questions you may have.

# Exhibit D

## GENERAL PROVISIONS - INFORMATION TECHNOLOGY - CLOUD COMPUTING - SOFTWARE as a SERVICE (SaaS)

THESE CLOUD COMPUTING - SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE, AS DEFINED BELOW, AND ANY ANCILLARY SERVICES. THE CLOUD COMPUTING SERVICES SPECIAL PROVISIONS ARE INCORPORATED BY REFERENCE UNLESS SPECIFICALLY MODIFIED AND ATTACHED HERETO. THIS CONTRACT SHALL BE ACCOMPANIED BY A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA), IN ADDITION TO STANDARD EXHIBITS.

### 1. DEFINITIONS:

Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.

- a) "**Application Program**" means a computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application Programs are developed or otherwise acquired by the User of the Hardware/Software system, but they may be supplied by the Contractor.
- b) "**Buyer**" means the State's authorized contracting official.
- c) "**Contract**" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
- d) "**Contractor**" means the business entity with whom the State enters into this Contract. Contractor shall be synonymous with supplier, vendor, Reseller, Service Provider, or other similar term.
- e) "**Customer**" means the State or an Eligible Public Entity using the Contractor's or the Service Provider's Services.
- f) "**Deliverables**" means the tangible products or works of authorship and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished that are incidental to the provision of Services.
- g) "**Documentation**" means manuals and other published materials necessary or useful to the State in its use or maintenance of the products and Services provided hereunder and includes online materials, virtual help, and help desk where available. In addition, manuals and other published materials customized for the State hereunder constitute Work Product as defined below.

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- h) "**Eligible Public Entity**" means each of the non-State public entities authorized to purchase the Deliverables and Services offered hereunder. "Eligible Public Entity" includes the county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the State. "Eligible Public Entity" also includes a federally-recognized tribal entity acting in its tribal governmental capacity.
- i) "**Goods**" means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer and telecommunications equipment).
- j) "**Hardware**" refers to computer equipment and is contrasted with Software.
- k) "**Information Technology**" includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interaction between people and machines.
- l) "**Maintenance**" includes: i) remedial maintenance performed by the Contractor which results from a Services failure and which is performed as required, i.e., on an unscheduled basis; and ii) the maintenance performed on a scheduled basis by the Contractor.
- m) "**Reseller**" means the agent(s) of the Service Provider or the business entity authorized by the Service Provider to resell the Services or perform aspects of this Contract as specified herein including, but not limited to sales, fulfillment, invoicing, returns, and customer service.
- n) "**Service Provider**" means the Contractor, subcontractors, agents, Resellers, third parties and affiliates of the Contractor, the cloud service provider, or managed service provider who may provide the Services agreed to under the Contract.
- o) "**Services**" means the cloud computing services, including Software as a Service (but not Infrastructure as a Service or Platform as a Service), and any related services, offered to the State by the Contractor herein.
- p) "**Software**" means an all-inclusive term which refers to any computer

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programs, routines, or subroutines supplied by the Contractor, including operating Software, Application Programs, and enabling software ("Software Products") that the State downloads to the State's systems to facilitate use of the Service.

- q) "**Software as a Service (SaaS)**" is the capability provided to the Customer to use applications made available by the Service Provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The Customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- r) "**State**" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- s) "**State Data**" means all data owned by the State, and submitted to, processed by, or stored by the Service Provider under this Contract and includes, but is not limited to, all data that originated with the State or Users, all data provided by the State or Users, and data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State or Users on the Services. For clarity, State Data is synonymous with "Customer Data", "Customer Content", or similar terms, as used in various provisions of the service agreements and incorporated into the Contract and includes the following:
  - i. "Non-Public Data" means data submitted to the Service Provider, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that may be exempt by statute, regulation, or policy from access by the general public as public information.
  - ii. "Personal Data" means Personal Information as defined by the California Information Practices Act (Civil Code sections 1798 et seq.) submitted to the Service Provider.

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- iii. "Public Information" means any information prepared, owned, used, or retained by the State and not specifically exempt from the disclosure requirements of the California Public Records Act (Government Code section 6250 et. seq.) or other applicable state or federal laws. For clarity, "Public Information" is also interchangeable with "Public Data".
- t) "**Statement of Work**" (or "**SOW**") means a document provided by the State which defines the timeline, and specifies the objectives, Services, Deliverables and tasks that the Contractor is expected to perform, their responsibilities and expectations, indicating the type, level and quality of service that is expected, all of which form a contractual obligation upon the Contractor in providing Services to the State. The SOW includes detailed technical requirements and pricing, with permitted modifications ("carve-outs") to the Saas General and Special Provisions.
- u) "**User**" means any authorized end user of the Services under this Contract and includes Customer's employees, subcontractors, or any system utilized by the Customer to access the Services, whose compliance with the terms of this Contract is the responsibility of the Customer.
- v) "**U.S. Intellectual Property Rights**" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

### 2. CONTRACT FORMATION:

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with section 10290), 3 (commencing with section 12100), and 3.6 (commencing with section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

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### **3. COMPLETE INTEGRATION:**

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

### **4. SEVERABILITY:**

The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

### **5. INDEPENDENT CONTRACTOR:**

Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

### **6. APPLICABLE LAW:**

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

### **7. COMPLIANCE WITH STATUTES AND REGULATIONS:**

- a) The State and the Contractor warrant and certify that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California, including the California Information Practices Act (Civil Code sections 1798 et seq.). The Contractor agrees to indemnify, defend, and save harmless the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within reasonable time.
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its

## **GENERAL PROVISIONS - INFORMATION TECHNOLOGY - CLOUD COMPUTING - SOFTWARE as a SERVICE (SaaS)**

own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

(iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code section 7405, the Contractor will be responsible to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or Services. The State shall designate an authorized representative who will be responsible for submission to Contractor of complaints received by the State regarding the accessibility of Contractor's products and Services. Contractor shall be responsible to review and respond to all complaints regarding accessibility brought to the attention of the State. The State and Contractor shall work together to determine a reasonable response and resolution of all complaints. The State acknowledges that Contractor can satisfy its duty to respond to and resolve complaints under this provision by taking action it deems appropriate under the circumstances, which may in some instances include no further action beyond responding to the complaint.

### **8. CONTRACTOR'S POWER AND AUTHORITY:**

The Contractor warrants that it has full power and authority to grant the rights herein granted and will reimburse the State for any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its

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own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and  
(iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

### **9. ASSIGNMENT:**

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

### **10. WAIVER OF RIGHTS:**

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. Except as specifically set forth in Section 13 (Warranty) below, the rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

### **11. ORDER OF PRECEDENCE:**

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These Cloud Computing - Software as a Service General Provisions (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, e.g., Purchase Order STD 65, Standard Agreement STD 213, FI\$Cal generated Purchase Order, etc., and any amendments thereto;
- c) The Cloud Computing Special Provisions - Software as a Service (hereafter referred to as, the "Saas Special Provisions"), which are incorporated by

## **GENERAL PROVISIONS - INFORMATION TECHNOLOGY - CLOUD COMPUTING - SOFTWARE as a SERVICE (SaaS)**

- reference unless specifically modified and attached hereto, and other Special Provisions;
- d) Statement of Work, including any specifications incorporated by reference herein;
  - e) Cost worksheets;
  - f) The Service Provider's service agreement and attachments; and
  - g) All other attachments incorporated in the Contract by reference.

### **12. INSPECTION, ACCEPTANCE AND REJECTION:**

Unless otherwise specified in the Statement of Work:

- a) When acquiring SaaS, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing.
- b) For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and Services under this Contract and will tender to the State only those Deliverables and Services that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance system or other similar business practices related to performance of the Contract.
- c) In the event any Goods or Deliverables furnished by the Contractor in the performance of the Contract should fail to conform to the requirements herein, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly without expense to the State.

### **13. WARRANTY:**

- a) Limited Warranty for Services. Unless otherwise specified in the Statement of Work, Contractor warrants that Services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and:
  - i. Services will be performed in accordance with the Contract; and

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- ii. All customer support for Services will be performed with professional care and skill.
- b) Duration of Limited Warranty. The limited warranty will be for the duration of State's use of the Services, unless the underlying Service Provider's warranty is shorter in duration, in which case the parties will specify the length of the applicable limited warranty in the Statement of Work. This limited warranty is subject to the following limitations:
  - i. any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
  - ii. the limited warranty does not cover problems caused by the State's accident, abuse or use in a manner inconsistent with this Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;
  - iii. the limited warranty does not apply to components of Software that the State may be permitted to redistribute;
  - iv. the limited warranty does not apply to free, trial, pre-release, or beta Services; and
  - v. the limited warranty does not apply to problems caused by the State's failure to meet minimum system requirements.
- c) **Remedies for breach of Limited Warranty.** Unless otherwise specified in the Statement of Work, if Contractor fails to meet any of the above limited warranties and the State notifies Contractor within the warranty period, then the State's remedy and the Contractor's obligation will be re-performance, repair, replacement, or refund of fees paid. In the event the Contractor fails to re- perform, repair, replace, or refund fees paid for the products and/or Services as appropriate, the State may terminate the Contract.
- d) **Warranty for Software Products.** Any Software Products provided by the Service Provider shall be covered by the developer's consumer warranty that will be passed to the Customer.
- e) **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, CONTRACTOR PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. CONTRACTOR DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

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PURPOSE, SATISFACTORY QUALITY, OR TITLE. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

- f) Contractor shall ensure that the Service Provider shall apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to State Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.
- g) Unless otherwise specified elsewhere in the Contract:
  - i. The Contractor does not warrant that any Services provided hereunder is error-free or that it will run without immaterial interruption; and
  - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from:
    - a. a modification made by the State, unless such modification is approved or directed by the Contractor,
    - b. use of Services in combination with software or services other than as specified by the Contractor, or
    - c. misuse by the State.
- h) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.

### **14. SAFETY AND ACCIDENT PREVENTION:**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

### **15. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature or the United States Congress, if

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applicable. If funds to effect such continued payment are not appropriated, the Contractor agrees to terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.

- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and minimize the incurrence of costs prior to the expiration of funding for this Contract.

### **16. TERMINATION FOR THE CONVENIENCE OF THE STATE:**

- a) The State may terminate performance under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, which shall be no less than fifteen (15) days from the Notice of Termination date.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately stop work as specified in the Notice of Termination, regardless of any delay in determining or adjusting any amounts due under this clause.
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State except that in no instance shall the Contractor seek nor will the State pay for Services not utilized or costs not specified on an order for Services regardless of Contractors' liability or costs for materials, equipment, Software, facilities, or sub- contracts. The Contractor shall submit the proposal promptly, but no later than thirty (30) days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid or refunded as requested under subsection (c) above;
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience.
  - i. The State will pay the Contractor the Contract price for Services accepted or utilized by the State; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been

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fully performed.

- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

### **17. TERMINATION FOR DEFAULT:**

- a) The State may, subject to the clause titled "**18. Force Majeure**", by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
  - i. Perform the Services within the time specified in the Contract or any amendment thereto;
  - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
  - iii. Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than thirty (30) days, unless otherwise provided.
- c) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it. The State shall pay Contract price for completed and accepted Deliverables and Services.
- d) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "**20. Limitation of Liability**."

### **18. FORCE MAJEURE:**

Except for defaults of subcontractors at any tier, and any Contractor responsibilities concerning disaster recovery and/or business continuity, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and

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- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

### **19. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**

- a) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any subsequent loss or damage sustained by the State in procuring any Deliverables or Services which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability"); and
- b) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

### **20. LIMITATION OF LIABILITY:**

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this subsection a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or Service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply:
  - i. to any liability under provisions herein entitled "Compliance with Statutes and Regulations";
  - ii. to liability under provisions herein entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights;

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- iii. to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct;
  - iv. to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action; or
  - v. to direct costs of mitigation, remediation, and/or notification obligations set forth in the SaaS Special Provisions, resulting from any Data Breach as defined therein, and resulting from the Contractor's failure to perform or negligent acts of its personnel.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) IN NO EVENT WILL EITHER THE CONTRACTOR OR THE STATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES, EXCEPT (I) TO THE EXTENT THAT THE CONTRACTOR'S LIABILITY FOR SUCH DAMAGES IS SPECIFICALLY SET FORTH IN THE STATEMENT OF WORK OR (II) TO THE EXTENT THAT THE CONTRACTOR'S LIABILITY FOR SUCH DAMAGES ARISES OUT OF SUBSECTION b) (i), b)(ii), OR b)(iv) ABOVE.

### **21. INDEMNIFICATION:**

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, Services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim

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and all negotiations for its settlement or compromise; provided that

- i. when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
- ii. where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
- iii. the State will reasonably cooperate in the defense and in any related settlement negotiations.

### **22. INVOICES:**

Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

### **23. REQUIRED PAYMENT DATE:**

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than forty-five (45) days after:

- a) the date of acceptance of Deliverables or performance of Services; or
- b) receipt of an undisputed invoice, whichever is later.

### **24. TAXES:**

Unless otherwise required by law:

- a) the State of California is exempt from Federal excise taxes; and
- b) the State will only pay for any applicable State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

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### **25. CONTRACT MODIFICATION:**

- a) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- b) Notwithstanding subsection a) above, service agreements may be modified by Contractor from time to time, but any such modifications will not degrade the functionality or security features of the SaaS. Service agreements shall be subject to section 11(f) Order of Precedence.

### **26. CONFIDENTIALITY OF DATA:**

- a) All Customer Data made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure by use of the same or more effective confidentiality requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's confidentiality requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Any additional requirements to ensure confidentiality of data shall be set forth in the SOW. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties. Contractor shall sign a security and confidentiality statement. Contractor is responsible for all Contractor personnel assigned to this Contract and will have appropriate agreements in place to enable Contractor to meet its obligations hereunder.
- b) The parties acknowledge information transmitted by the State to the Contractor and/or Service Provider may inadvertently contain Federal Tax Information (FTI). The State will use all reasonable efforts to prevent the transmittal of FTI to Contractor and/or Service Provider under this Contract. The State further acknowledges that the Contractor and/or Service Provider does not require any "access" to, or "receipt" or "storage" of FTI to perform the Services under the

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Contract. The Contractor and/or Service Provider further acknowledges that Contractor and/or Service Provider shall not knowingly access or permit access to such FTI, unless directed by the State. Access to FTI is out-of-scope of the Services. To the extent that Contractor's and/or Service Provider's access to FTI is "incidental" to Contractor's provision of Services, it is the parties' view that such incidental exposure should not legally subject Contractor and/or Service Provider to the Internal Revenue Service (IRS) requirements set forth in IRS Publication 1075, section 11.2. If, however, the IRS ultimately takes a contrary position, and determines that Contractor, Service Provider and/or the State should have nevertheless complied with the requirements of IRS Publication 1075, the parties will immediately commence an evaluation of the feasibility of continued performance under the Contract.

### **27. NEWS RELEASES:**

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

### **28. DOCUMENTATION:**

The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the equipment, Services, or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

### **29. RIGHTS IN WORK PRODUCT:**

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, customized software, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this subsection "a)" may be revised in a Statement of Work.
- b) Software, other components of Saas, and materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of

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such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 29 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre- Existing Materials.

- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State contractors, California local governments, the U.S. federal government, and the state and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose. This subsection and the rights thereunder may be modified as required for federally funded Saas pursuant to federal law or regulations, including, but not limited to, 7 CFR 277.18 and 45 CFR 95.617.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State, may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

### **30. SOFTWARE LICENSE:**

A Service may require the use of Software Products to facilitate use of the Service. Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a royalty-free, non-exclusive license to use the Software

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Products in this Contract. The State may use the Software Products only in connection with use of the Service and according to any licensing terms if specified in a Statement of Work or otherwise in the Contract. Acceptance of Software (including third party Software) will be governed by the terms and conditions of this Contract.

### **31. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:**

- a) The State agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder by the Contractor are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to ensure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act, or other lawful process (e.g., in response to a subpoena);
- b) The State will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed; and
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary materials and data, subject to the California Public Records Act and other applicable law.

### **32. FUTURE RELEASES:**

Unless otherwise specifically provided in the Statement of Work, if improved versions (e.g., patches, bug fixes, updates or releases) or upgrades of any Saas versions or Software Product are developed by the Contractor, and are made available to other customers, they will be made available to the State at no additional cost only if such are made available to other customers at no additional cost.

### **33. ENCRYPTION AND AUTHORIZATION KEYS:**

Upon initiation of Service, Contractor will provide all encryption and authorization keys required by the State to operate or access the Software Products or Services.

### **34. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With

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respect to claims arising from Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section).

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i. The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Software Products or Services, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall, subject to prior approval, permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Services, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Services by the State shall be prevented by injunction, the State shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge and the Contractor shall refund any sums the State has paid the Contractor less any reasonable amount for use or damage.
  - c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement

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which is based upon:

- i. The combination or utilization of Deliverables furnished hereunder with Goods or Software not made or furnished by the Contractor; or
  - ii. The combination or utilization of Software or Services not made or furnished by the Contractor, and introduced into the States computing environment; or
  - iii. The modification initiated by the State, or a third party at the State's direction, of any Software or Service furnished hereunder; or
  - iv. The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of Software in violation of any U.S. Intellectual Property laws.

### **35. DISPUTES:**

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have thirty (30) days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written final decision. If a written decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of Services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently

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proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be inwriting, and shall be signed by the contracting Department Director, or designee. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a) above. The Department Director or designee shall have thirty (30) days to render a final decision. If a final decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### **36. STOP WORK:**

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the called for by this Contract in the Statement of Work for a period up to forty-five (45) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - i. Cancel the Stop Work Order; or

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- ii. Terminate the work covered by the Stop Work Order as provided for in the Termination for Default or the Termination for Convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii. The Contractor asserts its right to an equitable adjustment within sixty (60) days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

### **37. EXAMINATION AND AUDIT:**

The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

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### **38. FOLLOW-ON CONTRACTS:**

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
  - i. will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction;  
and
  - ii. will not act as consultant to any person or entity that does receive a Contract described in subsection (l). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
  - i. development of or assistance in the development of work statements, specifications, solicitations, feasibility studies, or project approval documentation;
  - ii. development or design of test requirements;
  - iii. evaluation of test data;
  - iv. direction of or evaluation of another Contractor;
  - v. provision of formal recommendations regarding the acquisition of Information Technology products or services; or
  - vi. provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:

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- i. to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - ii. where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

### **39. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC section 10353.

### **40. COVENANT AGAINST GRATUITIES:**

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided in law or equity.

### **41. NONDISCRIMINATION CLAUSE:**

- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement; and

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

### **42. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC section 10296.

### **43. ASSIGNMENT OF ANTITRUST ACTIONS:**

Pursuant to Government Code sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tender's final payment to the supplier;
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of

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- the recovery; and
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and:
    - i. the assignee has not been injured thereby, or
    - ii. the assignee declines to file a court action for the cause of action.

### **44. DRUG-FREE WORKPLACE CERTIFICATION:**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a);
- b) Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code section 8355(c), that every employee who works on the proposed or resulting Contract:
  - i. will receive a copy of the company's drug-free policy statement; and
  - ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

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### **45. FOUR-DIGIT DATE COMPLIANCE:**

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and Services to the State. "Four-Digit Date Compliant" Deliverables and Services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

### **46. SWEATFREE CODE OF CONDUCT:**

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code section 6108; and
- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

### **47. RECYCLED CONTENT REQUIREMENTS:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no post-consumer recycled material, and even if the post-consumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of

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post-consumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site.

Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

### **48. CHILD SUPPORT COMPLIANCE ACT:**

For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully
- b) comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- c) The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

### **49. AMERICANS WITH DISABILITIES ACT AND PUBLIC WEBSITE ACCESSIBILITY**

- a) The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). The State is responsible for ensuring that public websites are accessible to both the general public and that internal electronic and Information Technology systems are accessible by state employees, including persons with disabilities. Contractor shall assist the State in meeting its responsibilities.
- b) In accordance with Cal. Gov. Code section 7405(b), the Contractor shall have an ongoing obligation to promptly respond to and resolve any complaint regarding accessibility of its electronic and Information Technology products and Services that is brought to the attention of the Contractor, pursuant to Section 7(e) above.

### **50. ELECTRONIC WASTE RECYCLING ACT OF 2003:**

The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with section 42460 of the Public Resources Code. The Contractor shall

## **GENERAL PROVISIONS - INFORMATION TECHNOLOGY - CLOUD COMPUTING - SOFTWARE as a SERVICE (SaaS)**

maintain documentation and provide reasonable access to its records and documents that evidence compliance.

### **51. USE TAX COLLECTION:**

In accordance with PCC section 10295.1, the Contractor certifies that it complies with the requirements of section 7101 of the Revenue and Taxation Code.

Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC section 10295.1.

### **52. EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC sections 10286 and 10286.1, and is eligible to contract with the State.

### **53. DOMESTIC PARTNERS:**

For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

### **54. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract, the Contractor made a commitment to achieve small business participation, then the Department requires the Contractor upon completion of this Contract (or within such other time period as may be specified elsewhere in this Contract) to report the actual percentage of small business participation that was achieved. (Govt. Code§ 14841); and
- b) If for this Contract, the Contractor made a commitment to achieve the disabled veteran business enterprise (DVBE) participation goal, then, pursuant to Mil. & Vets. Code§ 999.S(d), upon completion of this Contract, the Department requires the Contractor to certify using the Prime Contractor's Certification - DVBE Subcontracting Report (STD 817), all of the following:
  - c) the total amount the prime Contractor received under the Contract;
  - d) the name, address, Contract number and certification ID number of the DVBE(s) that participated in the performance of this Contract;
  - e) the amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirement of the Contract and the total payment each DVBE

## **GENERAL PROVISIONS - INFORMATION TECHNOLOGY - CLOUD COMPUTING - SOFTWARE as a SERVICE (SaaS)**

received from the prime Contractor;

- f) that all payments under the Contract have been made to the DVBE(s); and
- g) the actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor shall provide proof of payment for the work.

If, for this Contract, Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, the Department shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. (Mil. & Vets. Code§ 999.7)

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code§ 999.5(d); Govt. Code§ 14841)

Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Mil. & Vets. Code, including, but not limited to, the requirements of Section 999.5(d). (PCC Code§ 10230)

### **55. LOSS LEADER:**

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code. (PCC 12104.5(b)).

### **56. EXECUTIVE ORDER N-6-22-RUSSIA SANCTIONS:**

The Contractor shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## Exhibit E

### STATE MODEL CLOUD COMPUTING SERVICES SPECIAL PROVISIONS (Software as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS □ INFORMATION TECHNOLOGY AND SHOULD BE ACCCOMPANIED BY, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW. A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

#### 1. Definitions

- a) **Cloud Software as a Service (SaaS)** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **Cloud Platform as a Service (PaaS)** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- c) **Cloud Infrastructure as a Service (IaaS)** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) **Data** - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- e) **Data Breach** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- f) **Encryption** - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]
- g) **Recovery Point Objective (RPO)** - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.

# **STATE MODEL**

## **CLOUD COMPUTING SERVICES SPECIAL PROVISIONS**

### **(Software as a Service)**

- h) **Recovery Time Objective (RTO)** - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

#### **Terms**

#### **2. SaaS AVAILABILITY:** Unless otherwise stated in the Statement of Work,

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions □ Information Technology.
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

#### **3. DATA AVAILABILITY:** Unless otherwise stated in the Statement of Work,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
  - 1) Acts or omission of Contractor;
  - 2) Acts or omissions of third parties working on behalf of Contractor;
  - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
  - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions □ Information Technology.

#### **4. SaaS and DATA SECURITY:**

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions □ Information Technology, Contractor shall certify to the State:
  - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
  - 2) Compliance with the following:
    - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
    - ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request ;

## **STATE MODEL**

### **CLOUD COMPUTING SERVICES SPECIAL PROVISIONS**

#### **(Software as a Service)**

- iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
  - iv. Privacy provisions of the Federal Privacy Act of 1974;
- 3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
  - c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
  - d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
  - e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
  - f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
    - 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
    - 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

**5. ENCRYPTION:** Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

**6. DATA LOCATION:** Unless otherwise stated in the Statement of Work and approved in advance in writing by:

- 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
- 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer,

the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

**7. RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement,

# **STATE MODEL**

## **CLOUD COMPUTING SERVICES SPECIAL PROVISIONS**

### **(Software as a Service)**

the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

#### **8. TRANSITION PERIOD:**

- a) Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

#### **9. DATA BREACH:** Unless otherwise stated in the Statement of Work,

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
  - 1) The nature of the Data Breach;
  - 2) The Data accessed, used or disclosed;
  - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
  - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
  - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a

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## **CLOUD COMPUTING SERVICES SPECIAL PROVISIONS**

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security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.

- e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

#### **10. DISASTER RECOVERY/BUSINESS CONTINUITY:** Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
  - 1) The scale and quantity of the Data loss;
  - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
  - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
  - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.
- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

#### **11. EXAMINATION AND AUDIT:** In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
- b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
  - 1) Operating system/network vulnerability scans,
  - 2) Web application vulnerability scans,
  - 3) Database application vulnerability scans, and
  - 4) Any other scans to be performed by the State or representatives on behalf of the State.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will

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provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

**12. DISCOVERY:** Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

# **Exhibit F**

## **FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

### **1.00 Definitions**

**1.01 Contracting Government Agency (CGA)** – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

**1.02 Contractor** – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

### **2.00 Responsibilities of the Contracting Government Agency.**

**2.01** The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

### **3.00 Responsibilities of the Contractor.**

**3.01** The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

### **4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION**  
**CRIMINAL JUSTICE INFORMATION SERVICES**  
**SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

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Printed Name/Signature of Contractor Employee

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Date

---

Printed Name/Signature of Contractor Representative

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Date

---

Organization and Title of Contractor Representative

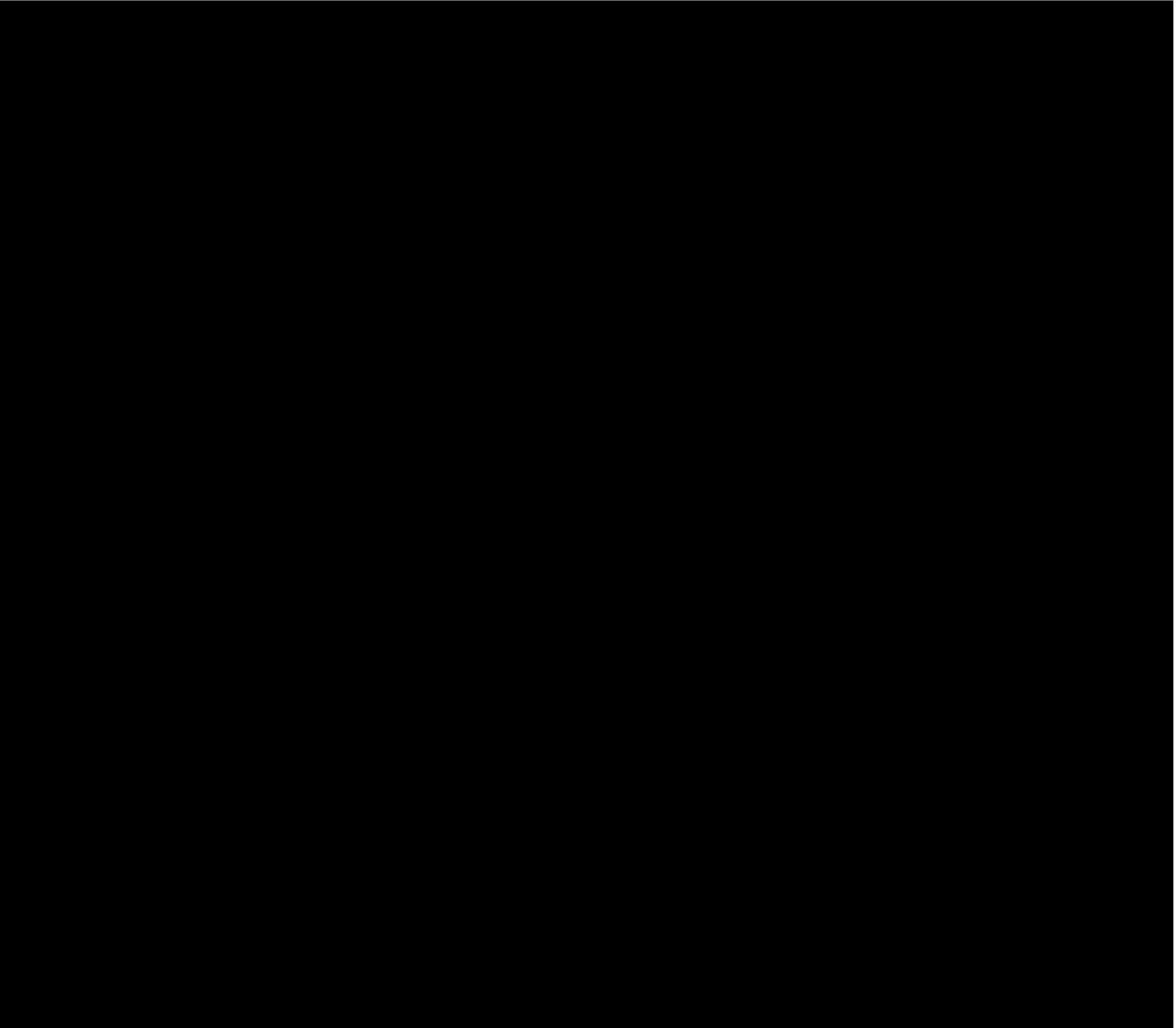
# Contract #2720-065PR3075, A2 Flock Group, Inc.

Final Audit Report

2025-07-29

Created:	2025-07-28
By:	Michelle Cruz (Michelle.Cruz@state.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAaoanEb5I_o7iqJ6j0ePqzZxAfeQGLTM1

"Contract #2720-065PR3075, A2 Flock Group, Inc." History



Adobe Acrobat Sign



**Adobe Acrobat Sign**