

**Contractual Agreement Between the**

**Ohio Department of Public Safety/  
Ohio State Highway Patrol**

And

**Flock Group, Inc.  
PO Box 121923  
Dallas, TX 75312-1923  
(866) 901-1781**

This agreement, hereinafter referred to as "Agreement", is made by and between the Ohio Department of Public Safety / Ohio State Highway Patrol, hereinafter referred to as "ODPS", and Flock Group, Inc., hereinafter referred to as "the Independent Contractor", and is subject to the following terms and conditions.

1. **TERM:** This Agreement is to be effective from receipt of a purchase order through June 30, 2025. If the term of this Agreement extends beyond a biennium, the Agreement will terminate on the last day of the current biennium. At that time, ODPS may renew this Agreement by addendum to the Independent Contractor no later than July 1, of the new biennium. The operating biennium expires June 30<sup>th</sup> of each odd-numbered calendar year.

**RENEWAL:** This Agreement may be renewed upon mutual agreement of both parties and may not exceed twenty-four (24) months, unless ODPS determines that additional renewal is necessary.

2. **STATEMENT OF WORK:**

- A. The Independent Contractor shall undertake the work and activities described in the Scope of Work, labeled Exhibit 1, attached. Exhibit 1, and the Master Service Agreement are made a part of this Agreement and incorporated by reference, as if fully rewritten. The Independent Contractor shall perform the services under this Agreement in a professional, workman-like manner and to the satisfaction of the ODPS. The ODPS shall not hire, supervise, or pay any assistants to the Independent Contractor in its performance under this Agreement. The ODPS shall not be required to provide any training to the Independent Contractor to enable it to complete work under this Agreement. The Independent Contractor shall furnish its own support staff, materials, tools, equipment, and other supplies necessary to complete the work under this Agreement, unless stated otherwise in ODPS Policy and / or Scope of Work.

**Order of Priority:** If there is an inconsistency between Exhibit 1 (Scope of Work) and any terms set forth in the body of the Agreement, the latter shall prevail.

- B. The Independent Contractor declares that it is engaged as an independent business and shall furnish professional services performed according to applicable commercial standards. Neither the Independent Contractor nor its personnel shall, at any time or for any purpose under this Agreement, be considered as employees or agents of the ODPS or the State of Ohio. The Independent Contractor shall determine the hours required to perform the services to be provided under this Agreement, and retains discretion over its schedule when performing services on the premises of the ODPS, subject to the ODPS's normal business hours and security requirements.
- C. The Independent Contractor agrees to comply with all applicable federal, state, and local laws in performing the work under this Agreement. The Independent Contractor accepts full responsibility for the payment of all taxes, and the ODPS and the State of Ohio shall not be liable for any taxes under this Agreement.

- D. The Independent Contractor shall perform the work under this Agreement and may subcontract without the ODPS's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services which are to be performed by the Independent Contractor under this Agreement, but which are required for the Agreement's satisfactory completion. The Independent Contractor is responsible for the expense of any and all work subcontracted. Neither this Agreement nor any rights, duties, or obligations described in this Agreement shall be assigned by either party without the prior express written consent of the other party.

3. **COMPENSATION:**

- A. The Independent Contractor will be compensated at a rate not to exceed a total of ninety thousand dollars (\$90,000.00), for Fiscal Year 2024 (FY24), and ninety thousand dollars (\$90,000.00), for Fiscal Year 2025 (FY25), for services performed according to this Agreement and the Scope of Work, attached. The State of Ohio is exempt from all state and local taxes and does not agree to pay any taxes. The ODPS will make payment to the Independent Contractor within thirty (30) days of receipt of an acceptable invoice. O.R.C. Section 126.30 applies to this Agreement and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by O.R.C. Section 5703.47.
- B. The Independent Contractor will not submit more than one invoice for work performed within a 30-day period. In order to be considered a proper invoice, the Independent Contractor shall include on all invoices the proper vendor identification number, purchase order number, and total cost of services; attest that they are billing only one agency for the identified hours; and submit an original copy monthly to:

**Ohio Department of Public Safety**  
**Attn: Fiscal Services**  
**P.O. Box 182074**  
**Columbus, Ohio 43218-2074**  
**Invoices: ospfiscal2@dps.ohio.gov**

- C. Unless expressly provided for elsewhere in this Agreement, the Independent Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

4. **AVAILABILITY OF FUNDS:** The obligations of the ODPS under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to the ODPS for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by O.R.C. Section 126.07. The ODPS may suspend or terminate this Agreement if the General Assembly fails to appropriate funds or if federal grant funds are not available for any part of the work under this Agreement.

5. **AUDITOR RECOVERY FINDING - O.R.C. Section 9.24:** The Independent Contractor affirmatively represents and warrants to the ODPS that the Independent Contractor is not subject to a finding for recovery under O.R.C. Section 9.24, or that the Independent Contractor has taken the appropriate remedial steps required under O.R.C. Section 9.24, or otherwise qualifies under that section. The Independent Contractor agrees that if this representation and warranty is false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the ODPS hereunder shall be immediately repaid to the ODPS, or an action for recovery may be immediately commenced by the ODPS for recovery of said funds.

6. **DEBARMENT:** The Independent Contractor warrants that it is not currently subject to a finding by the Ohio Department of Administrative Services debarring the Independent Contractor from consideration for contract awards, and that Independent Contractor does not currently appear on any federal or State of Ohio debarment list. In the event that, during the course of this Agreement, the Independent Contractor is debarred from consideration for the contract awards by the Ohio Department of Administrative Services, or otherwise appears on any federal or State of Ohio debarment list, then the ODPS may terminate this Agreement immediately.

7. **WORKERS' COMPENSATION AND OTHER BENEFITS:** The Independent Contractor and its employees shall be covered by workers' compensation coverage purchased and maintained by the Independent Contractor. In addition, the Independent Contractor should ensure that any subcontractors maintain workers' compensation insurance at all times during the term of this Agreement. Any workers' compensation claims filed by the Independent Contractor, or its employees or subcontractors, as a result of work performed under this Agreement is not covered under ODPS's workers' compensation insurance. The Independent Contractor is not entitled to any State employment benefits, including, but not limited to the Public Employees Retirement System of Ohio (OPERS), for work performed under this Agreement. The Independent Contractor acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Revised Code.
8. **DRUG FREE WORKPLACE:** The Independent Contractor certifies that to the best of his / her ability, all of his / her employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state property. Failure to comply may result in IMMEDIATE termination of this Agreement.
9. **EQUAL OPPORTUNITY REQUIREMENTS:**
- A. The Independent Contractor, and any of its subcontractors, shall comply with the requirements under O.R.C. Section 125.111. The Independent Contractor, and any of its subcontractors, shall not discriminate against anyone because of race, color, religion, sex, age, disability, national origin, ancestry, or military status.
  - B. The Independent Contractor certifies that both the Independent Contractor and any of its subcontractors are in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices.
  - C. The ODPS encourages both the Independent Contractor and any of its subcontractors to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) Independent Contractors.
10. **CONFLICT OF INTEREST:** The Independent Contractor shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Agreement.
11. **CAMPAIGN CONTRIBUTIONS:** The Independent Contractor hereby certifies that all applicable parties listed in Division (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of O.R.C. Section 3517.13.
12. **OHIO ETHICS CLAUSE:** Independent Contractor agrees to abide by all provisions of the Ohio Ethics Law, including O.R.C. 102.02, O.R.C. 102.03, O.R.C. 102.04 and O.R.C. 2921.42.

Pursuant to O.R.C. 102.03(A)(1) no present or former public official or employee shall, during public employment or service or for twelve months thereafter, represent a client or act in a representative capacity for any person on any matter in which the public official or employee personally participated as a public official or employee through decision, approval, recommendation, the rendering of advice, investigation, or other substantial exercise of administrative discretion.

Per O.R.C. 102.04 (D): The Independent Contractor affirms by his / her signature that:

- (a) He / She is not elected or appointed to an office of or employed by the General Assembly or any department, division, institution, instrumentality, board, commission, or bureau of the State, excluding the Courts,

OR

- (b) The Independent Contractor affirms by his / her signature that he / she is a public official appointed to a non-elective office or is a public employee, but, is exempt from the provisions of O.R.C. 102.04 (A) or (B) because,

1. The Independent Contractor is supplying the good and / or services which are subject of the agreement to an agency other than the one with which he / she serves; AND
2. The Independent Contractor has filed the required statements with the following agencies:
  - a. The appropriate ethics commission; AND
  - b. The public agency with which he / she serves; AND
  - c. The public agency to whom the goods and / or services will be provided.

13. **OPEN TRADE:** Pursuant to O.R.C. 9.76 (B), Vendor warrants that the vendor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

14. **EXECUTIVE ORDERS 2019-12D AND 2022-02D:** The Independent Contractor affirms that it read and understands Executive Order 2019-12D, and agrees to abide by its requirements in the performance of this Agreement. The Independent Contractor agrees not to perform any services required under this Agreement outside of the United States. The Independent Contractor further agrees not to send, take, access, test, maintain, back-up, store, or remotely make available State data outside of the United States unless a duly signed waiver has been obtained from the State.

The Independent Contractor further affirms that it read, understands, and agrees to abide by Executive Order 2022-02D, which prohibits Ohio state agencies from purchasing from or investing in Russian institutions and/or companies. The Independent Contractor thus agrees that it will: a) disclose its principal business location(s) to ODPS during the provision of goods and services under this Agreement; and b) disclose the principal business location(s) of all Sub-contractors that are providing goods and services (whether directly or indirectly) under the Agreement.

The Independent Contractor agrees to complete the Contractor/Subcontractor Affirmation and Disclosure Form that is attached to this Agreement. If any of the locations disclosed on the Affirmation and Disclosure Form change during the performance of this Agreement, the Independent Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

A. Termination, Sanction, Damages:

If Independent Contractor or any of its subcontractors perform services under this Agreement outside of the United States, or if the Independent Contractor otherwise violates the requirements of Executive Orders 2019-12D or 2022-02D, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services.

If Independent Contractor or any of its subcontractors perform services under this Agreement outside of the United States, Independent Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Independent Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Independent Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Independent Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Agreement.

The State, in its sole discretion, may provide written notice to Independent Contractor of a breach and permit the Independent Contractor to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Independent Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Independent Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Independent Contractor performed outside of the United States or in violation of Executive Orders 2019-12D and/or 2022-02D, costs associated with corrective action, or liquidated damages.

B. Assignment / Delegation:

The Independent Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

15. **WORK FOR MULTIPLE STATE AGENCIES:** The Independent Contractor attests that they are not a party to a current agreement, nor shall they enter into any other contracts, agreements, or renewals, to perform substantially identical work for the State of Ohio such that the work product contemplated under this contract duplicates the work done or to be done under the other contracts, without the approval of ODPS and the other contracting entity.

16. **RESPONSIBILITY FOR CLAIMS:** The Independent Contractor agrees to indemnify and hold the ODPS harmless from any and all claims for personal injury or property damage resulting from the fault or negligence of the Independent Contractor and from claims for wages or overtime compensation due its employees in rendering services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

17. **OWNERSHIP:**

- A. Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and / or software developed under this Agreement (hereinafter referred to under this Section as "Deliverables") shall become the property of the ODPS. The ODPS, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Independent Contractor shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of the ODPS, except that the Independent Contractor shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. The Independent Contractor shall not include in any Deliverables any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. The Independent Contractor must identify in writing, prior to the start of work under this Agreement, any and all proprietary, copyrighted, and / or patented materials it intends to use.
- B. The Independent Contractor agrees that all Deliverables may be made freely available to the general public to the extent required by law.
- C. This Section shall survive the termination of this Agreement and may be enforced by the ODPS in any court of competent jurisdiction.

18. **GOVERNING CLAUSE:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected by such determination.

**19. SUSPENSION AND TERMINATION:**

- A. The Independent Contractor or the ODPS may suspend or terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.
- B. Any violations or breach of the terms stated herein, by the Independent Contractor, shall provide the ODPS with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to the ODPS.
- C. If either party fails to perform any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation within ten (10) business days following delivery of written notice of the breach. In the case of late payment by ODPS, however, the Independent Contractor may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due, and O.R.C. Section 126.30 shall apply.
- D. If this Agreement is suspended or terminated, the Independent Contractor shall cease work on the suspended or terminated activities, suspend or terminate all subcontractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by the ODPS, furnish a report describing the status of all work under this Agreement, including results and conclusions accomplished, and such other matters as the ODPS may require. The requirements in this paragraph shall occur in accordance with the following:
  - 1. If the Agreement is suspended or terminated by the ODPS, the requirements in Paragraph 19. D. of this Agreement shall commence upon the date the Independent Contractor receives notice of suspension or termination.
  - 2. If the Agreement is suspended or terminated by the Independent Contractor, the requirements in Paragraph 19. D. of this Agreement shall commence upon the date the Independent Contractor sends notice of suspension or termination.
- E. If this Agreement is suspended or terminated, the Independent Contractor, upon submission of a proper invoice, shall be entitled to compensation which shall be calculated by the ODPS according to Paragraph 3 of this Agreement for the work performed prior to the date on which the Independent Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable, less any funds previously paid by, or on behalf of, the ODPS.

Regardless of which party terminates the Agreement, any payments made by the ODPS in which services have not been rendered by the Independent Contractor shall be prorated and returned to the ODPS. Such payment(s) must be sent to the ODPS within thirty (30) days of the date on which the Independent Contractor either receives notice of termination or suspension or sends notice of suspension or termination, whichever is applicable. The ODPS shall not be liable for any further claims.

- 20. ACKNOWLEDGEMENT AND NON-DISCLOSURE AGREEMENT:** Independent Contractor agrees to have each individual to perform work under this Agreement sign the Contractor Acknowledgement and Non-Disclosure Agreement, before that individual begins such work.
- 21. ENFORCEMENT OF RIGHTS:** The failure of ODPS to act with respect to a breach of this Agreement by Independent Contractor or others does not constitute a waiver and shall not limit ODPS' rights with respect to such breach or any subsequent breaches.
- 22. BACKGROUND CHECK:** A routine background check, at ODPS expense, may be performed on the Independent Contractor for assignment to this Agreement. The Independent Contractor may be required to complete a "Background Information Form" furnished by the ODPS. Failure to pass the background check will result in immediate dismissal.
- 23. ANTITRUST ASSIGNMENT:** The Independent Contractor assigns to the ODPS all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by the Independent Contractor's suppliers and subcontractors.

24. **RECORD KEEPING:** During the performance of this Agreement and for a period of three (3) years after its completion, the Independent Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the ODPS, upon request and at such times as are commercially reasonable.
25. **FORCE MAJEURE:** If the State or Independent Contractor is unable to perform any part of its obligations under this Agreement by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Agreement. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, any other severe weather, or explosions; restraint of government and people; war; strikes; and other like events or any other cause that could be not reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.
26. **CONFIDENTIALITY:** Independent Contractor understands and acknowledges that ODPS is a government agency of the State of Ohio and as such is subject to Ohio Public Records law. Independent Contractor understands and agrees that in the event that any provision included in Independent Contractor's offer or quote, or any other provisions applicable or incorporated into this Agreement conflict with the Ohio Public Records law, Ohio Public Records law will govern and this agreement will have no effect.
27. **CHANGE OR MODIFICATION:** This Agreement constitutes the entire agreement between the parties on the subject matter of this Agreement. This Agreement supersedes all prior agreements, understandings, or representations, whether oral or written, concerning the subject matter of this Agreement. Any changes or modifications of this Agreement shall be made and agreed to in writing and signed by the ODPS Director. The provisions outlined in these Terms and Conditions shall take priority over any inconsistent or conflicting provisions included in the Independent Contractor's offer or quote, or any other provisions applicable to or incorporated into this Agreement.
28. **CONTRACTORS PAID WITH FEDERAL FUNDS BY NON-FEDERAL ENTITY:** If the Contractor will be paid (whether in whole or in part) by ODPS with federal funds, the Contractor hereby affirms that it read, fully understands, and agrees to comply with all of the provisions set forth in the attached "Addendum for Contractors Paid with Federal Funds," which is hereby incorporated by reference. In addition, such Contractor agrees to complete and return the 44 C.F.R. Part 18 - "Certification Regarding Lobbying" that is included in the Addendum.

## STANDARD AFFIRMATION AND DISCLOSURE FORM

**EXECUTIVE ORDERS 2019-12D AND 2022-02D**

State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

## AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

## 1. Principal location of business of Contractor:

1170 Howell Mill Road NW, Suite 210

(Address)

Atlanta, GA 30318

(City, State, Zip)

## Name/Principal location of business of subcontractor(s):

N/A

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

## 2. Location where services will be performed by Contractor:

N/A - Software services only

(Address)

(City, State, Zip)

## Name/Location where services will be performed by subcontractor(s):

N/A

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

## 3. Location where state data will be located, by Contractor:

~~Data is hosted in Amazon web Services (AWS) regions of North Virginia, Ohio, and Gov Cloud West. All regions are secured following AWS data center infrastructure standards and the specific locations are confidential for security reasons.~~

Name/Location(s) where state data will be located by subcontractor(s):

~~Data is hosted in Amazon web Services (AWS) regions of North Virginia, Ohio, and Gov Cloud West. All regions are secured following AWS data center infrastructure standards and the specific locations are confidential for security reasons.~~

---

(Name)

---

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

**IN WITNESS THEREOF** the parties have executed this Agreement as of the day and year first written below.

*Mark Smith*

Independent Contractor's Signature  
Flock Group, Inc.

D. Andrew Wilson, Director  
Ohio Department of Public Safety

Mark Smith

Printed Name

4/24/2024

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

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

**Exhibit 1**

**Scope of Work**

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

Subject: Flock Safety acquisitions for the Ohio State Department of Public Safety

Flock Safety is pleased to provide a proposal to provide continued access to Flock Safety's platform for the Ohio State Department of Public Safety. The acquisition for access to Flock Safety's platform directly enhances the State of Ohio's law enforcement capabilities by providing real-time LPR alerts and search capabilities. Flock Safety's platform has been credited to solving many crimes a day within many Ohio communities.

### **FlockOS® Essentials Tier**

Multiply your force and expand your network of evidence-collection devices with the FlockOS® Essentials tier. This tier allows you to access both public and private Flock Safety devices, as well as third-party video cameras, extending your reach beyond your local jurisdiction. With FlockOS® Essentials, you become part of a nationwide network that provides over 10 billion additional license plate reads each month. This significant expansion in data access dramatically increases your chances of uncovering crucial evidence in challenging cases.

### **Key Features of FlockOS - Essentials**

#### **COMMUNITY NETWORK ACCESS**

Ability to Request Access to Community Devices (HOAs, Businesses, and Schools Only)

#### **LAW ENFORCEMENT NETWORK ACCESS**

- State Network (License Plate Lookup Only)
- Nationwide Network (License Plate Lookup Only)
- Ability to Request Access to Law Enforcement Devices Outside Jurisdiction

#### **VEHICLE FINGERPRINT® SEARCH FEATURES**

- Time & Location Based Search
- License Plate Lookup
- Vehicle Fingerprint® Search
- Insights & Analytics Page

- Axon Fleet 3 LPR Integration

## REAL-TIME FEATURES

- ESRI-Based Map Interface
- Real-time NCIC & NCMEC Alerts on Flock Safety Falcon® LPR cameras
- Unlimited Custom Hot Lists

## JURISDICTIONAL CONTEXT FEATURES

- Flock Safety Wing® Gateway, Flock Safety Wing® Cloud, Flock Safety Wing® VMS purchased by LE

## ADDITIONAL FEATURES

- Unlimited Users
- Transparency Portal

In conclusion, access to Flock Safety's network is not just a purchase; it is an investment in the safety capabilities of Ohio's law enforcement agencies.

Thank you for considering this proposal. We are confident that the acquisition for access to Flock Safety's platform will be an asset to the Ohio Department of Public Safety.

Thank you for allowing us to participate in this opportunity, and for your consideration of Flock Safety as a potential partner.

For any questions at all, or if you may need additional information, please feel free to contact me at [ryan.elswick@flocksafety.com](mailto:ryan.elswick@flocksafety.com).

## **Flock Safety + OH - Ohio State Highway Patrol**

---

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

---

**MAIN CONTACT:**  
Ryan Elswick  
[ryan.elswick@flocksafety.com](mailto:ryan.elswick@flocksafety.com)  
3179898985

Created Date: 03/05/2024  
Expiration Date: 06/21/2024  
Quote Number: Q-40958  
PO Number:


**Quote**

Bill To: 740 E 17th Ave Columbus, Ohio 43211

Ship To: 740 E 17th Ave Columbus, Ohio 43211

Billing Company Name: OH - Ohio State Highway Patrol

Subscription Term: 24 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$90,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included

**Professional Services and One Time Purchases**

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

**Subtotal Year 1:** \$90,000.00**Annual Recurring Subtotal:** \$90,000.00**Estimated Tax:** \$0.00**Contract Total:** \$180,000.00

Billing Schedule	Exhibit 1 Cont'd	Amount (USD)	Contract #DPS020262
<b>Year 1</b>			
At Contract Signing		<b>\$90,000.00</b>	
<b>Annual Recurring after Year 1</b>		<b>\$90,000.00</b>	
<b>Contract Total</b>		<b>\$180,000.00</b>	

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS Essentials	Flock Safety's Situational Awareness Operating System

### FlockOS Features & Description

#### Package: Essentials

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Law Enforcement Network Access	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

## **Master Services Agreement**

This Master Services Agreement (this “**Agreement**”) 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 Ohio Department of Public Safety, Ohio State Highway Patrol (“**OSHP**” or the “**Customer**”), 1970 West Broad Street, Columbus, Ohio 43223 (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. 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 OSHP (“**Notifications**”);

**WHEREAS**, OSHP desires access to the Flock Services (defined below) on existing devices, provided by OSHP, 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**, OSHP 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 thirty (30) day basis, except as otherwise stated on the **Order Form**. OSHP shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide OSHP 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

**NOW, THEREFORE**, Flock and OSHP agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 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, or agents of OSHP accessing or using the Services, under the rights granted to OSHP 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. “**OSHP Hardware**” means the third-party camera owned or provided by OSHP 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 OSHP 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 OSHP 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 OSHP 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 OSHP 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., the National Crime Information Center) 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 OSHP and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to OSHP 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**”). OSHP 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 OSHP. OSHP 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 OSHP 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 OSHP 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 OSHP 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 OSHP 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 OSHP, 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 OSHP’s direct actions or by the actions of parties associated with the OSHP, 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, OSHP will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend OSHP’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 OSHP; (b) OSHP’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) OSHP or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) OSHP 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 OSHP’s account (“*Service Suspension*”). OSHP 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 OSHP, 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. OSHP OBLIGATIONS**

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

**3.2 OSHP Representations.** OSHP agrees that OSHP 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 OSHP, all right, title and interest in the Customer Data, belong to and are retained solely by OSHP. OSHP 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.

**4.2 OSHP Generated Data.** Flock may provide OSHP 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 OSHP (“**OSHP Generated Data**”). OSHP shall retain whatever legally cognizable right, title, and interest in OSHP Generated Data. OSHP understands and acknowledges that Flock has no obligation to monitor or enforce OSHP’s intellectual property rights of OSHP Generated Data. OSHP grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the OSHP Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell OSHP Generated Data.

**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. OSHP 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 Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by Ohio law (including, but not limited to, the Ohio Public Records Act, R.C. section 149.43) and any applicable public records requests, 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 OSHP includes non-public data provided by OSHP 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. 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; (b) was in its possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it without restriction by a third party; (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) is subject to disclosure under the Ohio Public Records Act, or by judicial or governmental order. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to Ohio law (including, but not limited to, the Ohio Public Records Act, R.C. section 149.43) or any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. To the extent allowed under Ohio law or the OSHP's retention schedules, 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 OSHP acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. OSHP further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. OSHP 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, OSHP'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 and/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. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to third parties if legally required to do so.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** OSHP 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 any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to OSHP of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount or the highest interest penalty permissible under Ohio law may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** OSHP is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which OSHP is responsible, the appropriate amount shall be invoice to and paid by OSHP unless OSHP provides Flock a legally sufficient tax exemption certificate and Flock shall not charge OSHP any taxes from which it is exempt.

## 7. TERM AND TERMINATION

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Flock and the OSHP may mutually agree in writing to renew the Agreement for additional Terms (“**Renewal Terms**”).

**7.2 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, (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 OSHP a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1, 11.6, and 12.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), OSHP 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 OSHP. 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 OSHP gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, OSHP may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that OSHP chooses not to replace lost, damaged, or stolen Flock Hardware, OSHP understands and agrees that (1) Flock

Services will be materially affected, and (2) that Flock shall have no liability to OSHP regarding such affected Flock Services, nor shall OSHP 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.** 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 commercial general liability policies as stated in Exhibit 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. LIMITATION OF LIABILITY; INDEMNITY**

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 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.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless OSHP, 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 Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the OSHP or its agents, officers or employees.

## **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 OSHP upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, OSHP is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. OSHP agrees and understands that in the event OSHP 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 OSHP. OSHP shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should OSHP default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. 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 OSHP's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise OSHP on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with OSHP 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 OSHP.

**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 located at (<https://www.flocksafety.com/reinstall-fee-schedule>). OSHP will receive prior notice and confirm approval of any such fees. If Flock requests a change to the deployment plan, and the change is approved by OSHP, implementation of the changes Flock requests will not incur a fee for OSHP.

**10.4 OSHP Installation Obligations.** OSHP is responsible for any applicable supplementary cost as described in the OSHP Implementation Guide, attached hereto as Exhibit C (“*OSHP Obligations*”). OSHP 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 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement,

and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of OSHP's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. OSHP agrees that OSHP's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 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 OSHP.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the OSHP is located, i.e., Ohio. The Parties hereto agree that venue would be proper in a court of proper jurisdiction in Franklin County, Ohio. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon OSHP'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.

**11.8 Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If OSHP 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.

**11.10 Export.** OSHP 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 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.

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

**11.12 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.

**11.13 Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or OSHP purchase order, this Agreement controls unless explicitly stated otherwise.

**11.14 Morality.** In the event OSHP or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock’s reputation, Flock shall have the option to terminate this Agreement upon prior written notice to OSHP. In the event that Flock, any of its subsidiaries or parent companies become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish OSHP’s reputation, OSHP shall have the option to terminate this Agreement upon prior written notice to Flock.

**11.15 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.

**11.16 Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the OSHP under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. OSHP shall have the right to terminate this Agreement for non appropriation 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

**OSHP NOTICES ADDRESS:**

1970 WEST BROAD STREET  
COLUMBUS, OH 43223  
ATTN: OSHP FINANCE & LOGISTICS/S/LT. JOHN THORNE  
EMAIL: JCThorne@dps.ohio.gov

---

---

---

## **12. MANDATORY STATE TERMS**

The Parties agree to add the following, mandatory State of Ohio terms to the Agreement:

**12.1 Submission of Invoices.** Flock will not submit more than one (1) invoice for work performed within a thirty (30) day period. Invoices must be prepared in accordance with R.C. section 125.01 and submitted to the address indicated on the Order Form. The State of Ohio is exempt from all state and local taxes and does not agree to pay any taxes. OSHP will make payment to Flock within thirty (30) days of receipt of an acceptable invoice.

**12.2 Auditor Recovery Finding.** R.C. Section 9.24. Flock affirmatively represents and warrants to OSHP that Flock is not subject to a finding for recovery under R.C. section 9.24, or that Flock has taken the appropriate remedial steps required under R.C. section 9.24, or

otherwise qualifies under that section. Flock agrees that if this representation and warranty is false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by OSHP hereunder shall be immediately repaid to OSHP, or an action for recovery may be immediately commenced by OSHP for recovery of said funds.

**12.3 Debarment.** Flock warrants that it is not currently subject to a finding by the Ohio Department of Administrative Services debarring Flock from consideration for contract awards, and that Flock does not currently appear on any federal or State of Ohio debarment list. In the event that, during the course of this Agreement, Flock is debarred from consideration for the contract award by the Ohio Department of Administrative Services, or otherwise appears on any federal or State of Ohio debarment list, then OSHP may terminate this Agreement immediately.

**12.4 Availability of Funds.** The obligations of OSHP under this Agreement are subject to the determination by the Director of Budget and Management that sufficient funds have been appropriated by the General Assembly to OSHP for the purposes of this Agreement and to the certification of the availability of such funds by the Director as required by R.C. Section 126.07. OSHP may suspend or terminate this Agreement if the General Assembly fails to appropriate funds, if the Director of Budget and Management fails to certify that sufficient funds are available, or if federal grant funds are not available for any part of the work under this Agreement.

**12.5 Workers' Compensation and Other Benefits.** Flock and its employees shall be covered by workers' compensation coverage purchased and maintained by Flock. Flock should ensure that any subcontractors maintain workers' compensation insurance at all times during the term of this Agreement. Any workers' compensation claims filed by Flock, or its employees or subcontractors, as a result of work performed under this Agreement are not covered under OSHP's workers' compensation insurance. Flock's employees are not entitled to any State employment benefits, including but not limited to the Public Employees Retirement System of Ohio, for work performed under this Agreement. Flock acknowledges and agrees that any employee or agent performing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Revised Code.

**12.6 Responsibility for Claims.** Flock agrees to indemnify and hold OSHP harmless from any and all claims resulting from the fault or negligence of Flock and from claims for wages

or overtime compensation due its employees in rendering services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

**12.7 Equal Opportunity Requirements.** Flock, and all of its subcontractors, shall comply with the requirements under R.C. section 125.111. Flock and its subcontractors shall not discriminate against anyone because of race, color, religion, sex, age, disability, national origin, ancestry, or military status. Flock certifies that both Flock and all of its subcontractors are in compliance with all applicable federal and state laws, as well as rules and regulations governing fair labor and employment practices. OSHP encourages both Flock and all of its subcontractors to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) vendors.

**12.8 Drug Free Workplace.** Flock certifies that to the best of its ability, all of its employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state property. Failure to comply may result in IMMEDIATE termination of this Agreement.

**12.9 Ethics and Conflicts of Interest.** Flock agrees to abide by all provisions of the Ohio Ethics Law, including R.C. section 102.02, R.C. section 102.03, R.C. section 102.04, and R.C. section 2921.42. Flock shall not have any interest, direct or indirect, that is incompatible or in conflict with the carrying out of the terms of this Agreement.

**12.10 Campaign Contributions.** Flock hereby certifies that all applicable parties listed in Division (I) or (J) of R.C. section 3517.13 are in full compliance with Divisions (I) and (J) of R.C. section 3517.13.

**12.11 Executive Orders 2019-12D and 2022-02D.** Flock affirms that it read and understands Executive Order 2019-12D, and agrees to abide by its requirements in the performance of this Agreement. Flock agrees not to perform any services required under this Agreement outside of the United States. Flock further agrees not to send, take, access, test, maintain, back-up, store, or remotely make available State data outside of the United States unless a duly signed waiver has been obtained from the State. Flock understands that, notwithstanding any other terms of this Agreement, OSHP reserves the right to recover any

funds paid for services Flock performed outside of the United States for which it did not receive a waiver.

In addition, Flock affirms that it read, understands, and agrees to abide by Executive Order 2022-02D, which prohibits Ohio state agencies from purchasing from or investing in Russian institutions and/or companies. Flock thus agrees that it will: 1) disclose its principal business location(s) to OSHP during the provision of goods and services under this Agreement; and 2) disclose the principal business location(s) of all subcontractors that are providing goods and services (whether directly or indirectly) under the Agreement. Flock further understands and agrees that, notwithstanding any other terms of this Agreement, OSHP reserves the right to recover any funds paid to Flock for purchases from or investments in a Russian institution or company in violation of the Executive Order.

Flock agrees to complete the Contractor/Subcontractor Affirmation and Disclosure Form that is attached to this Agreement. If any of the locations disclosed on the Affirmation and Disclosure Form change during the performance of this Agreement, Flock must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

a. Termination, Sanction, Damages:

If Flock or any of its subcontractors perform services under this Agreement outside of the United States, or if Flock otherwise violates the requirements of Executive Orders 2019-12D or 2022-02D, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services.

If Flock or any of its subcontractors perform services under this Agreement outside of the United States, Flock shall immediately return to the State all funds paid for those services. The State may also recover from Flock all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Flock performing services outside the United States.

The State may, at any time after the breach, terminate the Agreement, upon written notice to Flock. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the

preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Agreement.

The State, in its sole discretion, may provide written notice to Flock of a breach and permit Flock to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from Flock any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or Flock's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Flock performed outside of the United States or in violation of Executive Orders 2019-12D and/or 2022-02D, costs associated with corrective action, or liquidated damages.

b. Assignment / Delegation:

Flock will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

**12.12 Background Check.** A routine background check, at OSHP's expense, may be performed on Flock and its employees as part of this Agreement. Flock and its employees may be required to complete a "Background Check Information Form" furnished by OSHP. Failure to pass the background check will result in immediate termination of the Agreement.

**12.13 Antitrust Assignment.** Flock assigns to OSHP all state and federal antitrust claims and causes of action that relate to all goods and services provided under this Agreement. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Flock's suppliers and subcontractors.

**12.14 Open Trade.** Pursuant to R.C. section 9.76(B), Flock warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

**12.15 Record Keeping.** During the performance of this Agreement and for a period of three (3) years after its completion, Flock shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to OSHP, upon request and at such times as are commercially reasonable.

**12.16 Work for Other State Agencies.** Flock attests that it is not a party to a contract, nor will it enter into any other contracts, agreements, or renewals, to perform substantially identical work for the State of Ohio such that the work product contemplated under this Agreement duplicates the work done or to be done under the other contracts or agreements without the written approval of OSHP and the other contracting entity.

**12.17 Acknowledgment and Non-Disclosure Agreement.** Flock agrees to have each individual performing work under this Agreement sign the Contractor Acknowledgment and Non-Disclosure Agreement before that individual begins such work.

**12.18 Ownership.** Any and all written, electronic, or multimedia documents, presentations, reports, studies, deliverables, and/or software developed under this Agreement (hereinafter referred to under this Section as “Deliverables”) shall become the property of OSHP. OSHP, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Flock shall not obtain copyright, patent, or other proprietary protection for the Deliverables without the written approval of the OSHP, except that Flock shall reserve its rights in all methods, pre-existing work, software, and data used to prepare the Deliverables. Flock shall not include in any Deliverables any copyrighted matter, unless the copyright owner and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement gives prior written approval to use such copyrighted matter in the manner provided under this Agreement. Flock must identify in writing, prior to the start of work under this Agreement, any and all proprietary, copyrighted, and/or patented materials it intends to use.

Flock agrees that all Deliverables may be made freely available to the general public to the extent required by law.

This Section shall survive the termination of this Agreement and may be enforced by the OSHP in any court of competent jurisdiction.

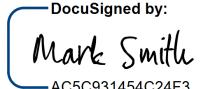
This Section replaces any contrary provisions in the Agreement, which are hereby stricken.

**12.19 Contractors Paid with Federal Funds by Non-Federal Entity.** If Flock will be paid (whether in whole or in part) by OSHP with federal funds, Flock hereby affirms that it read, fully understands, and agrees to comply with all of the provisions set forth in the attached “Addendum for Contractors Paid with Federal Funds,” which is hereby incorporated by reference. In addition, Flock agrees to complete and return the 44 C.F.R. Part 18 - “Certification Regarding Lobbying” that is included in the Addendum.

IN WITNESS WHEREOF, Flock and OSHP have caused this Agreement to be signed on the date set forth below and be effective on the last date specified below.

**Flock Group Inc.**

By:

DocuSigned by:  
  
Mark Smith  
AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 4/24/2024

**Ohio Department of Public Safety,  
Ohio State Highway Patrol**

By:

Name:

Title:

Date:

EXHIBIT A  
**ORDER FORM**

**Flock Safety + OH - Ohio State  
Highway Patrol**

---

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

---

MAIN CONTACT:  
Ryan Elswick  
[ryan.elswick@flocksafety.com](mailto:ryan.elswick@flocksafety.com)  
3179898985

# flock safety

## EXHIBIT A ORDER FORM

Customer: OH - Ohio State Highway Patrol  
 Legal Entity Name: OH - Ohio State Highway Patrol  
 Accounts Payable Email: bplongo@dps.ohio.gov  
 Address: 740 E 17th Ave Columbus, Ohio 43211

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

### **Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$90,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included

### **Professional Services and One Time Purchases**

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

<b>Subtotal Year 1:</b>	\$90,000.00
<b>Annual Recurring Subtotal:</b>	\$90,000.00
<b>Contract Total:</b>	\$180,000.00

### **Billing Schedule**

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At Contract Signing	\$90,000.00
<b>Annual Recurring after Year 1</b>	\$90,000.00
<b>Contract Total</b>	\$180,000.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOSTM	Flock Safety's situational awareness operating system.	

## FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Law Enforcement Network Access	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle FingerprintTM technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.**

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

**FLOCK GROUP, INC.**

**Customer: OH - Ohio State Highway Patrol**

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

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

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

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

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

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

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

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

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

**EXHIBIT 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).