

Purchase Order**Kennesaw State University**

Kennesaw State University
Procurement and Contracting, MD-9121
3391 Town Point Dr NW, Suite 3750
Kennesaw GA 30144
United States
Phone: 470/578-4355
Fax: 470/578-9188

		Dispatch Via Print
Purchase Order	Date	Revision
43000-0000575843	2023-08-14	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB: Destination	VENDOR
Buyer	Phone	Currency
Nabinger,John E	470/578-6214	USD

Supplier: 0000038480

Flock Group Inc.
dba Flock Safety
1170 Howell Mill Rd NW STE
210
Atlanta GA 30318
United States
Email:
Phone:
Fax:

Ship To: KPS101
KENNESAW STATE
UNIVERSITY
351 PAULDING AVE
NE
PUBLIC SAFETY
RM101
KENNESAW GA 30144
United States
Phone:
Fax:

Attention: Anderson, Yvonne
Bill To: Kennesaw State
University
Attn: ACCOUNTS
PAYABLE, MD-9110
3391 Town Point Dr NW,
Suite 3700
Kennesaw GA 30144
United States
Phn: 470/578-6214

Tax Exempt? Y **Tax Exempt ID:** 580965786 **Cntrct/Solic#** Online Src From Req 0000572113 **PO Type:** EXM

Line-Sch	Profile ID	Item/Description	NIGP	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		PAY- Flock Safety Falcon (Reading License Plates)	95635	8.0000	EA	2,000.0000	16,000.00	09/13/23

Schedule Total 16,000.00

Item Total 16,000.00

REQ #: 572113

KSU Requesting Department/Contact:
Public Safety/Campus Police (Non-Emergencies)
Yvonne Anderson
470-578-6212

KSU Business Affairs Manager:
Debra Anders

KSU Contract #: 20-5584

Additional Comments: The pricing referenced in the attached supplier's invoice # INV-15991, dated 05/24/2023, is incorporated herein and is thereby made a part of this agreement.

Pricing and scope must comply with the state contract, and the invoice should delineate line items and prices reflective of the contract.

NOTE:

***Data Confidentiality. The Parties shall ensure that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Kennesaw State University Data Security Policy and all Federal, State and applicable international privacy laws, such as the EU General Data Protection Regulation 2016/679 (GDPR). A copy of the policy is available at <https://kennesaw.policytech.com/dotNet/documents/?docid=94&public=true>

***Invoices must reference above purchase order number to be eligible for payment. Please send copies of all invoices to vendor@kennesaw.edu.

***No amendments or modifications can be made to this purchase order without

Authorized Signature

DocuSigned by:
 August 15, 2023
A07927A3D9F3425...

Purchase Order**Kennesaw State University**

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 Procurement and Contracting, MD-9121
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prior written approval of Kennesaw State University Procurement.

***If your company is not currently registered as a Team Georgia Market Place vendor, please visit <http://doas.ga.gov/TGM/Pages/TGMSuppliers.aspx> and complete the registration steps listed under the "Registration Heading."

***Provided below is a link to Kennesaw State University's 'Purchase Order Addendum', expressly stating the standard terms and conditions of purchase. These are hereby incorporated by reference and made a part of this purchase order:
<http://fiscalservices.kennesaw.edu/docs/PurchaseOrderAddendum.pdf>

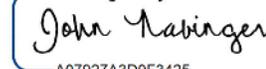
***The below signatory is the Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University.

Total PO Amount

16,000.00

Authorized Signature

DocuSigned by:



August 15, 2023

A07927A3D9F3425...



INVOICE

Flock Group, Inc.
www.flocksafety.com

Invoice Number: INV-15991
 Date Issued: 5/24/2023
 Due Date: 6/23/2023
 Payment Terms: Net 30
 PO#:

Bill To:

GA - Kennesaw State University Campus PD
 Attn: Accounts Payable Md-9110 3391 Town Point Drive Northwest
 Kennesaw, Georgia, 30144

Notes:

ITEMS	BEGIN DATE	END DATE	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	4/25/2023	4/24/2024	8	2,000.00	\$0.00	\$16,000.00

This invoice does not necessarily reflect your contract dates.

Subtotal: \$16,000.00
Credit: \$0.00
Sales Tax: \$0.00
Total: \$16,000.00

Payment Remittance Information

Click Online payment link below
 to pay by credit card or ACH/Wire Transfer

Pay by Check:

Payable to: Flock Safety
 Memo: INV-15991
 Mail to: PO Box 207576
 Dallas, TX 75320-7576

*If paying by check, please include a printed
 Copy of the invoice PDF with check payment.
 Payment should be sent via USPS.*

Questions about your service or installation? Contact support@flocksafety.com

Questions about your invoice? Contact billing@flocksafety.com

Online payment link:

https://invoice.stripe.com/i/acct_19rTiCEaLZZMOidT/live_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9OeEpDNTVNRGRNUTgwUVZsZU1IMTM2MGIqdTF5RWpTLDC1NTAyMDEy0200DLHWPhEN?s=ap



INVOICE

Flock Group, Inc.
www.flocksafety.com

Invoice Number: INV-15991
Date Issued: 5/24/2023
Due Date: 6/23/2023
Payment Terms: Net 30
PO#:

Please note that any unpaid amounts are subject to a charge of 1.5% per month or as defined in your contract.

Questions about your service or installation? Contact support@flocksafety.com

Questions about your invoice? Contact billing@flocksafety.com

Online payment link:

https://invoice.stripe.com/i/acct_19rTiCEaLZZMOidT/live_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9OeEpDNTVNRGRNUTgwUVZsZU1IMTM2MGIqdTF5RWpTLDC1NTAyMDEy0200DLHWPhEN?s=ap

**CONTRACT RENEWAL NO. 1**

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University
Supplier's Full Legal Name:	Flock Group Inc.
Contract No.:	20-5584
Solicitation No./Event ID:	
Solicitation Title/Event Name:	
Contract Award Date:	12/05/2019
Current Contract Term:	12/05/2019 – 04/26/2023
Amendment No.:	1

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	04/25/2023
End Date of New Contract Term:	04/24/2024

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Flock Group inc
Authorized Signature:	<small>DocuSigned by:</small> <i>Mark Smith</i>
Printed Name and Title of Person Signing:	<small>AC5C931454C24F3...</small> Mark Smith General Counsel
Date:	August 11, 2023
Company Address:	1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318

**BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA BY AND ON BEHALF
OF KENNESAW STATE UNIVERSITY**

Authorized Signature:	<small>DocuSigned by:</small> <i>John Nabinger</i>
Printed Name and Title of Person Signing:	<small>A07927A3D9F3425...</small> John Nabinger Procurement Specialist
Date:	August 15, 2023
Company Address:	Kennesaw State University 3391 Town Point Drive NW Suite 3750 – MD 9121 Kennesaw, GA 30144

Revised 7/1/15

SPD-CP010

**Flock Safety + GA - Kennesaw State
University Campus PD**

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

MAIN CONTACT:
Katie Koma
katie.koma@flocksafety.com
4045122220

flock safety

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Custom GA - Kennesaw State University Campus]	Initial Ten 12 Months
Legal Entity Na GA - Kennesaw State University Campus]	Renewal Ten 0 Months
Accounts Payable Em dande147@kennesaw.edu	Payment Term Net 30
Addr Attn: Accounts Payable Md-9110 3391 Town Point Dr Nw, Ste 3700 Kennes Georgia 30144	Billi Annual Plan - First Year Invoiced at Signing. Frequenc Retention Peric 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$6,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			

Professional Services - Standard Implementation Fee	\$350.00	2	\$700.00
		Subtotal Year 1:	\$6,700.00
		Annual Recurring Subtotal:	\$6,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$6,700.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$6,700.00
Annual Recurring after Year 1	
Contract Total	\$6,700.00

*Tax not included

Product and Services Description

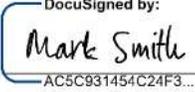
Flock Safety Platform	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture	The Term shall commence upon first installation and validation of Flock Hardware.

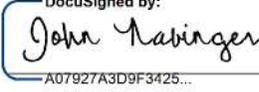
One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. The Parties have executed this Agreement as of the dates set forth below:

FLOCK GROUP, INC.

Customer: GA - Board of Regents of the University System Georgia by and on behalf of Kennesaw State

By: 
AC5C931454C24F3...
Name: Mark Smith
Title: General Counsel
Date: August 11, 2023

By: 
A07927A3D9F3425...
Name: John Nabinger
Title: Procurement Specialist
Date: August 15, 2023
PO Number: 0000574091

**Flock Safety + GA - Kennesaw State
University Campus PD**

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

MAIN CONTACT:
Katie Koma
katie.koma@flocksafety.com
4045122220

flock safety

flock safety

ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	GA - Kennesaw State University Campus	Initial Term:	12 Months
Legal Entity Name:	GA - Kennesaw State University Campus	Renewal	0 Months
Accounts Payable:	dand147@kennesaw.edu	Payment	Net 30
Address:	Attn: Accounts Payable Md-9110 3391 Town Point Dr Nw, Ste 3700 Kennesaw, Georgia 30144	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$12,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$350.00	4	\$1,400.00
		Subtotal Year 1:	\$13,400.00
		Annual Recurring	\$12,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$13,400.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$13,400.00
Annual Recurring after Year 1	
Contract Total	\$13,400.00

*Tax not included

Product and Services Description

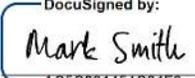
Flock Safety Platform	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

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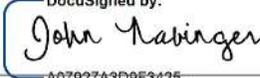
Customer: GA - Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University:

By: 
AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: August 11, 2023

By: 
A07927A3D9F3425...

Name: John Nabinger

Title: Procurement Specialist

Date: August 15, 2023

PO Number: 0000574109

FLOCK GROUP INC.

PO Box 207576
Dallas, TX 75320-7576

**SAAS SERVICES AGREEMENT
ORDER FORM**

The attached documents describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). The documents attached to this order form ("Order Form") will consist of the document entitled "Terms and Conditions" (the "SaaS Terms") and any schedules attached thereto which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The SaaS Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Customer: Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University	Contact: Wayne Smith
Address: 1000 Chastain Road, Kennesaw, GA 30144	Phone: 4705784273
	E-Mail: wsmit143@kennesaw.edu
Usage Fees: \$16,000 per year (the "payment period") _____	Initial Term: 12 months Renewal Terms (optional): 12 months each _____
Number of Cameras: 8 _____	
Installation Fee (one-time): \$0 _____	

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

Flock Group Inc	Customer Name: Board of Regents of Univ. Sys. of Georgia by & on behalf of KSI
<i>Michelle Cloninger</i>	
By: _____	By: <i>[Signature]</i>
Name: Michelle Cloninger	Name: <i>Nwakato Nkumeh</i>
Title: Head of Sales	Title: <i>Vice President & Chief Legal Affairs officer</i>
Date: 11/12/2019	Date: <i>12/5/19</i>

Flock Group Inc.

Order Form

TERMS AND CONDITIONS

1. DEFINITIONS

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

- 1.1. **"Authorized End User"** shall mean any individual employees, agents, or contractors of Customer accessing or using the Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.
- 1.2. **"Customer Content"** will mean the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Content will include the Footage.
- 1.3. **"Documentation"** will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Customer in accordance with the terms of this Agreement.
- 1.4. **"Embedded Software"** will mean the software and/or firmware embedded or preinstalled on the Hardware.
- 1.5. **"Flock IP"** will mean the Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.
- 1.6. **"Footage"** means still images captured by the Hardware in the course of and provided via the Services.
- 1.7. **"Hardware"** shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term **"Hardware"** excludes the Embedded Software.
- 1.8. **"Installation Services"** means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.
- 1.9. **"Services"** means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.
- 1.10. **"Unit(s)"** shall mean the Hardware together with the Embedded Software.
- 1.11. **"Web Interface"** means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

- 2.1. **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features

and functions of the Services via the Web Interface during the Service Term, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and user name ("**User ID**"). Flock will also provide Customer the Documentation to be used in accessing and using the Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which make the Services available to Customer and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third party service provider to the extent that such warranties can be provided to Customer. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Customer agrees to comply with any acceptable use policies and other terms of any third party service provider that are provided or otherwise made available to Customer from time to time.

- 2.2. **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Services.
- 2.3. **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Services as contemplated herein.
- 2.4. **Usage Restrictions.** Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to

FLOCK GROUP INC.

PO Box 207576
Dallas, TX 75320-7576

**SAAS SERVICES AGREEMENT
ORDER FORM**

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The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University	Contact: Wayne Smith
Address: 1000 Chastain Road, Kennesaw, GA 30144	Phone: 4705784273
	E-Mail: wsmit143@kennesaw.edu
Usage Fees: \$16,000 per year (the “payment period”) _____	Initial Term: <u>12 months</u> Renewal Terms (optional): <u>12 months each</u> _____
Number of Cameras: <u>8</u>	
Installation Fee (one-time): \$0 _____	

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

Flock Group Inc <i>Michelle Cloninger</i> By: _____ Name: Michelle Cloninger Title: Head of Sales Date: 11/12/2019	Customer Name: Board of Regents of Univ. sys. of Georgia by & on behalf of KSI By: <i>[Signature]</i> Name: <u>Nwakaego Nkumeh</u> Title: <u>Vice President & Chief Legal Affairs officer</u> Date: <u>12/5/19</u>
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Flock Group Inc.

Order Form

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2. SERVICES AND SUPPORT

- 2.1. **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features

and functions of the Services via the Web Interface during the Service Term, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and user name (**"User ID"**). Flock will also provide Customer the Documentation to be used in accessing and using the Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which make the Services available to Customer and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third party service provider to the extent that such warranties can be provided to Customer. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Customer agrees to comply with any acceptable use policies and other terms of any third party service provider that are provided or otherwise made available to Customer from time to time.

- 2.2. **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Customer to use the Services.
- 2.3. **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Services as contemplated herein.
- 2.4. **Usage Restrictions.** Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to

obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5. **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion.

2.6. **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock IP (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as

reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.7. **Installation Services.** Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location and position of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Customer Installation Obligations**"). Following the initial installation of the Hardware, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Customer. Customer agrees and understands that the Services will not function without the Hardware. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Customer default in any payment for the Services or any part thereof, then Customer authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default

and Flock shall have the right to enforce any other legal remedy or right.

2.8. **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

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

3. RESTRICTIONS AND RESPONSIBILITIES

3.1. **Customer Obligations.** Customer agrees to provide Flock with accurate, complete, and updated registration information. Customer may not select as its User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone, and must protect the security of its account and password. Customer is responsible for any activity associated with its account. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Customer will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Customer facilities and Customer equipment, as well as by means of assistance from Customer personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2. **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer will use the Services only in compliance

with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content.

4. CONFIDENTIALITY; CUSTOMER DATA

4.1. **Confidentiality.** Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Customer Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order,

provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, 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: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order. The parties acknowledge that Customer is subject to the Georgia Open Records Act and will respond to all request as required by law. If a request is made for records that includes Flock's proprietary information, Customer will first provide notice to Flock of such a request.

- 4.2. **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Flock to provide the Services to Customer, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.
- 4.3. **Feedback.** If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 4.4. **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer acknowledges that Flock will be compiling anonymized and/or aggregated data based on Customer Data input into the Services (the "**Aggregated Data**"). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and

corrective purposes in connection with the Services and other Flock offerings, and (ii) disclose the Customer Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1. **Fees.** Customer will pay Flock the first Usage Fee and the Installation Fee (the "Initial Fees") as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Customer shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card.

5.2. **Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Customer (which may be sent by email). If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Customer acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Customer may have had as a result of such billing error.

5.3. **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1. **Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). Following the Initial Term, this Agreement may be renewed by the parties annually and in writing for successive renewal terms of the length set forth on the Order Form (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**").

Order Form

- 6.3. **Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service 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-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Customer a pro-rata portion of the pre-paid Fees for Services not received due to such termination.
- 6.4. **Effect of Termination.** Upon any termination, Flock will collect all Units, delete all Customer Data, terminate Customer's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Customer shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units.
- 6.5. **Survival.** The following sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.4, 7.4, and 8-9.
7. **REMEDY; WARRANTY AND DISCLAIMER**
- 7.1. **Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Flock of defect. Flock agrees to replace cameras once at no cost to Customer in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense with a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.
- 7.2. **Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in

any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

- 7.3. **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. 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.

- 7.4. **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE 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 AND INSTALLATION 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.

8. **LIMITATION OF LIABILITY**
NOTWITHSTANDING ANYTHING TO THE CONTRARY FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT

LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), 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 OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S REASONABLE CONTROL; OR (D) 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 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

9. MISCELLANEOUS

- 9.1. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 9.2. **Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.
- 9.3. **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- 9.4. **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Flock in any respect whatsoever.
- 9.5. **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is

electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

- 9.6. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. The federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement.
- 9.7. **Publicity.** Flock may request to reference and use Customer's name and trademarks and disclose the nature of the Services provided hereunder in each case in Supplier business and development and marketing efforts, including without limitation on Flock's website. Such use will require prior written approval from Customer.
- 9.8. **Export; US Government Customers.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

EXHIBIT A

Statement of Work

Installation Services includes the following:

Installation of Flock Safety Cameras

Installation of Flock signage (if desired)

Installation of 14 foot poles (one for each camera as desired)

Flock Group Inc.

Statement of Work

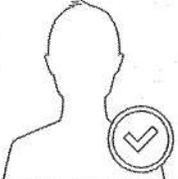
Flock Group Inc.

Order Form

Signature Certificate

Document Ref.: NAIVT-NYKQB-F4VJY-NIWUJY

Document signed by:

	<p>Michelle Cloninger Verified E-mail: michelle@flocksafety.com</p>	<p><i>Michelle Cloninger</i></p> 
<p>IP: 104.6.218.189</p>	<p>Date: 12 Nov 2019 15:13:31 UTC</p>	

Document completed by all parties on:

12 Nov 2019 15:13:31 UTC

Page 1 of 1



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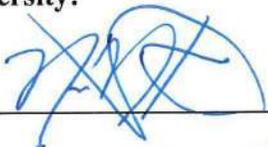
further agrees that no KSU Data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by KSU.

5. Any disclosure of information submitted by KSU will only be made to Contractor to this contract and for a purpose authorized by the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)), and the Contractor agrees not to disclose said information except as allowed by law.
6. Contractor hereby agrees to indemnify and hold harmless Kennesaw State University and Board of Regents of the University System of Georgia from any claims for loss, damage or expense made against Kennesaw State University as a direct result of Contractor's failure to comply with its obligations provided for in this Addendum.
7. The Contractor also agrees that upon notice of termination of this Addendum and Contract it shall return all data collected and stored on Kennesaw State University's behalf to KSU (or its designated partner) in a standard electronic format as agreed upon by both parties. KSU will be given a mutually agreeable time to review and verify receipt of data. Upon notice from KSU, the Contractor shall erase, destroy, and render unreadable all KSU Data in a manner acceptable and approved by KSU, and shall provide an affidavit certifying said destruction within 30 days of the termination of the contract referenced in the preamble language of this document or within 7 days of the request of an agent of KSU, whichever shall come first.
8. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend KSU and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
9. Contractor agrees to comply with all state and federal privacy and security legislations within 60 days of enactment.
10. This Addendum shall continue until terminated in writing. Either party to this Addendum and Contract may terminate its obligations hereunder by giving notice to the other party as provided for in the contract referenced in paragraph 1, and provided that Contractor's obligations under section 4, 5, 6, 7, and 8 shall survive any such termination. This Addendum may be amended by mutual written agreement of the parties.

By signing below, each party indicates that it accepts the terms and conditions of this Addendum.

Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University:

Contractor:

Signature: 

Name: Nwakaego Nkumeh

Title: Vice President & Chief Legal Affairs Officer

Date: 12/5/19

Signature: 

Name: Michelle Cloninger

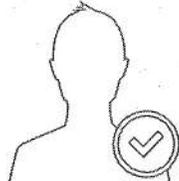
Title: Head of Sales

Date: 11/12/2019

Signature Certificate

Document Ref.: K4EEJ-FFWAU-UNZXX-FVRU2

Document signed by:

	<p>Michelle Cloninger Verified E-mail: michelle@flocksafety.com</p> <p>IP: 104.6.218.189 Date: 12 Nov 2019 15:18:59 UTC</p>	<p><i>Michelle Cloninger</i></p> 
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Document completed by all parties on:

12 Nov 2019 15:18:59 UTC

Page 1 of 1



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Amendment

This amendment ("Amendment") amends the SaaS Services Agreement fully executed on December 5, 2019 (the "2019 SaaS Services Agreement") between Flock Group Inc. ("Flock"), and Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University ("Customer") and is effective as of the date last signed below (the "Effective Date").

1. Flock and Customer agree that the following existing services have been purchased by Customer, subject to the terms of the 2019 SaaS Services Agreement:

1.1 Effective April 25, 2020: 8 Flock Safety Falcon ®, renewed annually until 2024.
Previous term: April 25, 2023 to April 24, 2024.
Renewal term: April 25, 2024 to April 24, 2025.

1.2 Effective August 26, 2024: 2 Flock Safety Falcon ®
Current term: August 26, 2023 to August 25, 2024.
Renewal term: August 26, 2024 to August 25, 2025.

1.3 Effective August 26, 2024: 4 Flock Safety Falcon ®
Current term: August 26, 2023 to August 25, 2024.
Renewal term: August 26, 2024 to August 25, 2025.

The orders described in Sections 1.1, 1.2, and 1.3 above are referred to collectively herein as the "Existing Services."

2. All the order forms entered into between Flock and Customer for the Existing Services that contain a reference to automatic renewal are hereby amended to remove all such references. Flock and Customer agree that, beginning on the Effective Date of this Amendment, each order form may only be renewed by Flock and Customer in writing on an annual basis.

3. Flock and Customer agree to renew the Existing Services for the renewal terms indicated in paragraph 1 of this Amendment.

4. Flock and Customer agree to add the additional services outlined in Flock's order form attached hereto and incorporated herein as Exhibit A, which includes (in addition to other services) the following recurring services, for an initial term of 36 months:

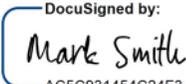
- 1 FlockOS™ - Essentials
- 35 Flock Safety Falcon ®
- 1 Flock Safety Raven ®, 1mi

5. All terms and conditions of the 2019 SaaS Services Agreement shall remain unchanged unless modified by this Amendment.

The parties hereto have caused their duly authorized representatives to execute this Amendment:

Flock Group Inc.:

Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University:

Signature:  _____
 Name: Mark Smith
 Title: General Counsel
 Date: 6/20/2024

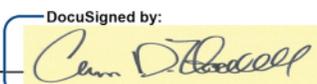
Signature:  _____
 Name: Aaron Howell
 Title: CFO
 Date: June 27, 2024

EXHIBIT A

**Flock Safety + GA - Kennesaw State
University Campus PD**

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

MAIN CONTACT:
Todd Ellis
todd.ellis@flocksafety.com
3173455745

flock safety

flock safety

ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the December 5, 2019 SaaS Services Agreement entered into between Flock Group Inc. (“**Flock**”) and Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University (“**Customer**”) (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	GA - Kennesaw State University Campus PD	Initial Term:	36 Months
Legal Entity Name:	Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University	Renewal Term:	12 Months
Accounts Payable Email:	dande147@kennesaw.edu	Payment Terms:	Net 30
Address:	Attn: Accounts Payable Md-9110 3391 Town Point Dr Nw, Ste 3700 Kennesaw, Georgia 30144	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
Flock Safety Platform			\$140,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	35	\$3,000.00
Flock Safety Audio Products			
Flock Safety Raven ® - 1mi	Included	1	\$35,000.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	35	\$22,750.00
		Subtotal Year 1:	\$162,750.00
		Annual Recurring Subtotal:	\$140,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$442,750.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”).*

Special Terms:

- **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of grant funds appropriated for that purpose. Customer shall have the right to terminate this Agreement without penalty or other cost within sixty (60) days of the Effective Date (date of signature) if grant funds are not appropriated. Flock will complete installation and delivery of the Flock Services within ninety (90) days after execution of the Agreement and finalization of the Deployment Plan. Notwithstanding the foregoing, in the event that Flock is unable to install Flock Hardware due to permitting issues or events outside of Flock's direct control, Flock will provide Customer with alternative options for Designated Locations and/or finalize installation as soon as commercially reasonable while providing Customer with regular updates as to the status of the installation efforts.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$162,750.00
Annual Recurring after Year 1	\$140,000.00
Contract Total	\$442,750.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Raven®	An audio detection device that provides real-time alerting to law enforcement based on programmed audio events.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

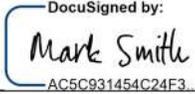
FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
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	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
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
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.

By executing this Order Form, Customer and Flock represent and warrant that they agree that this Order Form shall be subject to the terms and conditions of the December 5, 2019 SaaS Services Agreement entered into between Flock and Customer (the "2019 SaaS Services Agreement"), that they have read and agree to all of the terms and conditions contained in this Order Form and the 2019 SaaS Services Agreement.

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

FLOCK GROUP, INC.

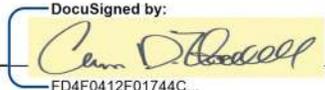
Customer: BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF KENNESAW STATE UNIVERSITY

By: 
AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 6/20/2024

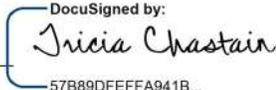
By: 
FD4F0412F01744C...

Name: Aaron Howell

Title: CFO

Date: June 27, 2024

PO Number: _____


57B89DFEFA941B...

Purchase Order

Kennesaw State University

Kennesaw State University
 Procurement and Contracting, MD-9121
 3391 Town Point Dr NW, Suite 3750
 Kennesaw GA 30144
 United States
 Phone: 470/578-4355
 Fax: 470/578-9188

		Dispatch Via Print
Purchase Order	Date	Revision
43000-0000590157	2024-11-14	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB: Destination	VENDOR
Buyer	Phone	Currency
Nabinger,John E	470/578-6214	USD

Supplier: 0000038480

Flock Group Inc.
 dba Flock Safety
 1170 Howell Mill Rd NW STE
 210
 Atlanta GA 30318
 United States
 Email:
 Phone:
 Fax:

Ship To: KPS101
 KENNESAW STATE
 UNIVERSITY
 351 PAULDING AVE
 NE
 PUBLIC SAFETY
 RM101
 KENNESAW GA 30144
 United States
 Phone:
 Fax:

Attention: Williams,Alexis
 Makiah

Bill To: Kennesaw State
 University
 Attn: ACCOUNTS
 PAYABLE, MD-9110
 3391 Town Point Dr NW,
 Suite 3700
 Kennesaw GA 30144
 United States
 Phn: 470/578-6214

Tax Exempt? Y **Tax Exempt ID:** 580965786 **Cntrct/Solic#** Online Src From Req 0000588229 **PO Type:** EXM

Line-Sch	Profile ID	Item/Description	NIGP	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Flock Safety Falcon Camera Renewal	95635	2.0000	EA	3,000.0000	6,000.00	12/14/2024
Schedule Total							<u>6,000.00</u>	
Item Total							<u>6,000.00</u>	

REQ #: 588229

CMS #: 20-5584-R1

KSU Requesting Department/Contact:
 Public Safety/Campus Police (Non-Emergencies)
 Alexis Williams
 470-578-6643

KSU Business Affairs Manager:
 Debra Anders

Additional Comments: The pricing referenced in the attached supplier's invoice # INV-48622, dated 09/30/2024, is incorporated herein and is thereby made a part of this agreement.

Pricing and scope must comply with the state contract, and the invoice should delineate line items and prices reflective of the contract.

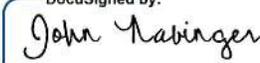
NOTE:

***Data Confidentiality. The Parties shall ensure that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Kennesaw State University Data Security Policy and all Federal, State and applicable international privacy laws, such as the EU General Data Protection Regulation 2016/679 (GDPR). A copy of the policy is available at <https://kennesaw.policytech.com/dotNet/documents/?docid=94&public=true>

***Invoices must reference above purchase order number to be eligible for payment. Please send copies of all invoices to vendor@kennesaw.edu.

***No amendments or modifications can be made to this purchase order without prior written approval of Kennesaw State University Procurement.

Authorized Signature

DocuSigned by:

 A07927A3D9F3425...

November 15, 2024

Purchase Order

Kennesaw State University

Kennesaw State University
 Procurement and Contracting, MD-9121
 3391 Town Point Dr NW, Suite 3750
 Kennesaw GA 30144
 United States
 Phone: 470/578-4355
 Fax: 470/578-9188

		Dispatch Via Print
Purchase Order	Date	Revision
43000-0000590157	2024-11-14	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB: Destination	VENDOR
Buyer	Phone	Currency
Nabinger,John E	470/578-6214	USD

Supplier: 0000038480

Flock Group Inc.
 dba Flock Safety
 1170 Howell Mill Rd NW STE
 210
 Atlanta GA 30318
 United States
 Email:
 Phone:
 Fax:

Ship To: KPS101
 KENNESAW STATE
 UNIVERSITY
 351 PAULDING AVE
 NE
 PUBLIC SAFETY
 RM101
 KENNESAW GA 30144
 United States
 Phone:
 Fax:

Attention: Williams,Alexis
 Makiah

Bill To: Kennesaw State
 University
 Attn: ACCOUNTS
 PAYABLE, MD-9110
 3391 Town Point Dr NW,
 Suite 3700
 Kennesaw GA 30144
 United States
 Phn: 470/578-6214

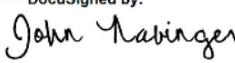
Tax Exempt? Y **Tax Exempt ID:** 580965786 **Cntrct/Solic#** Online Src From Req 0000588229 **PO Type:** EXM

Line-Sch	Profile ID	Item/Description	NIGP	Quantity	UOM	PO Price	Extended Amt	Due Date
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***The below signatory is the Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University.

Total PO Amount 6,000.00

Authorized Signature

DocuSigned by:

 A07927A3D9F3425...

November 15, 2024



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-48622
 Invoice Date: 9/30/2024
 Due Date: 10/30/2024
 Payment Terms: Net 30
 PO#:

Bill To: GA - Kennesaw State University Campus PD

Ship To: GA - Kennesaw State University Campus PD

Kennesaw, Georgia, 30144

Kennesaw, Georgia 30144

Billing Company Name: GA - Kennesaw State University Campus PD
 Billing Contact Name: Debra Anders
 Billing Email Address: dande147@kennesaw.edu

Payment Terms: Net 30
 Contracted Billing Structure: Annual

Notes: GA - KSU Phase 3 - Renewal Opportunity: 8/26/2024 - 8/25/2025
 (Camera Locations: #09 - Parliament Garden @ Frey Rd (WB) & #10 - Campus Loop @ Frey Rd (WB))

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS™	1	\$0.00	\$0.00	\$0.00
Flock Safety Falcon®	2	\$3,000.00	\$0.00	\$6,000.00

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

Subtotal: \$6,000.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$6,000.00

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



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-48622
 Invoice Date: 9/30/2024
 Due Date: 10/30/2024
 Payment Terms: Net 30
 PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
 Memo: INV-48622
 Mail to: PO Box 121923
 Dallas, TX 75312-1923

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

Pay by ACH:

Account Legal Name: Flock Group Inc.
 Account Number: 3302113966
 Account Type: Checking
 Routing / SWIFT Code: 121140399 / SVBKUS6S

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

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

.....
 Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
 USPS: PO Box 121923
 Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
 UPS, FedEx or 891923
 USPS: 1501 North Plano Rd. ste 100
 Richardson, TX 75081

Account: GA - Kennesaw State University
 Campus PD

Invoice # INV-48622

Amount Due: **\$6,000.00**

Amount Enclosed: \$ _____

Purchase Order

Kennesaw State University

Kennesaw State University
 Procurement and Contracting, MD-9121
 3391 Town Point Dr NW, Suite 3750
 Kennesaw GA 30144
 United States
 Phone: 470/578-4355
 Fax: 470/578-9188

		Dispatch Via Print
Purchase Order	Date	Revision
43000-0000590158	2024-11-14	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB: Destination	VENDOR
Buyer	Phone	Currency
Nabinger,John E	470/578-6214	USD

Supplier: 0000038480

Flock Group Inc.
 dba Flock Safety
 1170 Howell Mill Rd NW STE
 210
 Atlanta GA 30318
 United States
 Email:
 Phone:
 Fax:

Ship To: KPS101
 KENNESAW STATE
 UNIVERSITY
 351 PAULDING AVE
 NE
 PUBLIC SAFETY
 RM101
 KENNESAW GA 30144
 United States
 Phone:
 Fax:

Attention: Williams,Alexis
 Makiah

Bill To: Kennesaw State
 University
 Attn: ACCOUNTS
 PAYABLE, MD-9110
 3391 Town Point Dr NW,
 Suite 3700
 Kennesaw GA 30144
 United States
 Phn: 470/578-6214

Tax Exempt? Y **Tax Exempt ID:** 580965786 **Cntrct/Solic#** Online Src From Req 0000588227 **PO Type:** EXM

Line-Sch	Profile ID	Item/Description	NIGP	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Flock Safety Falcon Camera Renewal	95635	4.0000	EA	3,000.0000	12,000.00	12/14/2024
Schedule Total							<u>12,000.00</u>	
Item Total							<u>12,000.00</u>	

REQ #: 588227

CMS #: 20-5584-R1

KSU Requesting Department/Contact:
 Public Safety/Campus Police (Non-Emergencies)
 Alexis Williams
 470-578-6643

KSU Business Affairs Manager:
 Debra Anders

Additional Comments: The pricing referenced in the attached supplier's invoice # INV-48623, dated 09/30/2024, is incorporated herein and is thereby made a part of this agreement.

Pricing and scope must comply with the state contract, and the invoice should delineate line items and prices reflective of the contract.

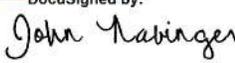
NOTE:

***Data Confidentiality. The Parties shall ensure that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Kennesaw State University Data Security Policy and all Federal, State and applicable international privacy laws, such as the EU General Data Protection Regulation 2016/679 (GDPR). A copy of the policy is available at <https://kennesaw.policytech.com/dotNet/documents/?docid=94&public=true>

***Invoices must reference above purchase order number to be eligible for payment. Please send copies of all invoices to vendor@kennesaw.edu.

***No amendments or modifications can be made to this purchase order without prior written approval of Kennesaw State University Procurement.

Authorized Signature

DocuSigned by:

 A07927A3D9F3425...

November 15, 2024

Purchase Order

Kennesaw State University

Kennesaw State University
 Procurement and Contracting, MD-9121
 3391 Town Point Dr NW, Suite 3750
 Kennesaw GA 30144
 United States
 Phone: 470/578-4355
 Fax: 470/578-9188

		Dispatch Via Print
Purchase Order	Date	Revision
43000-0000590158	2024-11-14	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB: Destination	VENDOR
Buyer	Phone	Currency
Nabinger,John E	470/578-6214	USD

Supplier: 0000038480

Flock Group Inc.
 dba Flock Safety
 1170 Howell Mill Rd NW STE
 210
 Atlanta GA 30318
 United States
 Email:
 Phone:
 Fax:

Ship To: KPS101
 KENNESAW STATE
 UNIVERSITY
 351 PAULDING AVE
 NE
 PUBLIC SAFETY
 RM101
 KENNESAW GA 30144
 United States
 Phone:
 Fax:

Attention: Williams,Alexis
 Makiah

Bill To: Kennesaw State
 University
 Attn: ACCOUNTS
 PAYABLE, MD-9110
 3391 Town Point Dr NW,
 Suite 3700
 Kennesaw GA 30144
 United States
 Phn: 470/578-6214

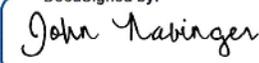
Tax Exempt? Y **Tax Exempt ID:** 580965786 **Cntrct/Solic# Online Src From Req** 0000588227 **PO Type:** EXM

Line-Sch	Profile ID	Item/Description	NIGP	Quantity	UOM	PO Price	Extended Amt	Due Date
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***The below signatory is the Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University.

Total PO Amount 12,000.00

Authorized Signature

DocuSigned by:

 A07927A3D9F3425...

November 15, 2024



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-48623
 Invoice Date: 9/30/2024
 Due Date: 10/30/2024
 Payment Terms: Net 30
 PO#:

Bill To: GA - Kennesaw State University Campus PD

Ship To: GA - Kennesaw State University Campus PD

Kennesaw, Georgia, 30144

Kennesaw, Georgia 30144

Billing Company Name: GA - Kennesaw State University Campus PD
 Billing Contact Name: Debra Anders
 Billing Email Address: dande147@kennesaw.edu

Payment Terms: Net 30
 Contracted Billing Structure: Annual

Notes: GA - KSU Marietta Campus - Renewal Opportunity: 8/26/2024 - 8/25/2025
 (Camera Locations: #11 - Technology Way @ S. Marietta Pkwy SB Entrance, #12 - Rossbacher Way @ S. Marietta Pkwy SB Entrance, #13 - Polytechnic Ln @ N Hornet Dr (WB) & #14 - Alumni Dr @ S. Cobb Dr (EB))

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS™	1	\$0.00	\$0.00	\$0.00
Flock Safety Falcon®	4	\$3,000.00	\$0.00	\$12,000.00

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

Subtotal: \$12,000.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$12,000.00

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



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-48623
 Invoice Date: 9/30/2024
 Due Date: 10/30/2024
 Payment Terms: Net 30
 PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
 Memo: INV-48623
 Mail to: PO Box 121923
 Dallas, TX 75312-1923

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

Pay by ACH:

Account Legal Name: Flock Group Inc.
 Account Number: 3302113966
 Account Type: Checking
 Routing / SWIFT Code: 121140399 / SVBKUS6S

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

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

.....
 Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
 USPS: PO Box 121923
 Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
 UPS, FedEx or 891923
 USPS: 1501 North Plano Rd. ste 100
 Richardson, TX 75081

Account: GA - Kennesaw State University
 Campus PD

Invoice # INV-48623

Amount Due: **\$12,000.00**

Amount Enclosed: \$ _____

Purchase Order

Kennesaw State University

Kennesaw State University
 Procurement and Contracting, MD-9121
 3391 Town Point Dr NW, Suite 3750
 Kennesaw GA 30144
 United States
 Phone: 470/578-4355
 Fax: 470/578-9188

		Dispatch Via Print
Purchase Order	Date	Revision
43000-0000597013	2025-06-20	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB: Destination	VENDOR
Buyer	Phone	Currency
Nabinger,John E	470/578-6214	USD

Supplier: 0000038480
 Flock Group Inc.
 dba Flock Safety
 1170 Howell Mill Rd NW STE
 210
 Atlanta GA 30318
 United States
 Email:
 Phone:
 Fax:

Ship To: KPS101
 KENNESAW STATE
 UNIVERSITY
 351 PAULDING AVE
 NE
 PUBLIC SAFETY
 RM101
 KENNESAW GA 30144
 United States
 Phone:
 Fax:

Attention: Anderson,Yvonne
Bill To: Kennesaw State
 University
 Attn: ACCOUNTS
 PAYABLE, MD-9110
 3391 Town Point Dr NW,
 Suite 3700
 Kennesaw GA 30144
 United States
 Phn: 470/578-6214

Tax Exempt? Y **Tax Exempt ID:** 580965786 **Cntrct/Solic#** Online Src From Req 0000594416 **PO Type:** EXM

Line-Sch	Profile ID	Item/Description	NIGP	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Flock Safety Falcon Service	95635	1.0000	EA	24,000.0000	24,000.00	07/20/2025
Schedule Total							<u>24,000.00</u>	
Item Total							<u>24,000.00</u>	

REQ #: 594416

CMS #: 20-5584-R2

KSU Requesting Department/Contact:
 Public Safety/Campus Police (Non-Emergencies)
 Yvonne Anderson
 470-578-6212

KSU Business Affairs Manager:
 Debra Anders

Additional Comments: The pricing referenced in the attached supplier's quote # Q-135067, dated 04/29/2025, is incorporated herein and is thereby made a part of this agreement.

Pricing and scope must comply with the state contract, and the invoice should delineate line items and prices reflective of the contract.

NOTE:

***Data Confidentiality. The Parties shall ensure that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Kennesaw State University Data Security Policy and all Federal, State and applicable international privacy laws, such as the EU General Data Protection Regulation 2016/679 (GDPR). A copy of the policy is available at <https://kennesaw.policytech.com/dotNet/documents/?docid=94&public=true>

***Invoices must reference above purchase order number to be eligible for payment. Please send copies of all invoices to vendor@kennesaw.edu.

***No amendments or modifications can be made to this purchase order without prior written approval of Kennesaw State University Procurement.

Authorized Signature

DocuSigned by:

 A07927A3D9F3425...

June 24, 2025

Purchase Order

Kennesaw State University

Kennesaw State University
 Procurement and Contracting, MD-9121
 3391 Town Point Dr NW, Suite 3750
 Kennesaw GA 30144
 United States
 Phone: 470/578-4355
 Fax: 470/578-9188

		Dispatch Via Print
Purchase Order	Date	Revision
43000-0000597013	2025-06-20	
Payment Terms	Freight Terms	Ship Via
Net 30	FOB: Destination	VENDOR
Buyer	Phone	Currency
Nabinger,John E	470/578-6214	USD

Supplier: 0000038480
 Flock Group Inc.
 dba Flock Safety
 1170 Howell Mill Rd NW STE
 210
 Atlanta GA 30318
 United States
 Email:
 Phone:
 Fax:

Ship To: KPS101
 KENNESAW STATE
 UNIVERSITY
 351 PAULDING AVE
 NE
 PUBLIC SAFETY
 RM101
 KENNESAW GA 30144
 United States
 Phone:
 Fax:

Attention: Anderson,Yvonne **Bill To:** Kennesaw State
 University
 Attn: ACCOUNTS
 PAYABLE, MD-9110
 3391 Town Point Dr NW,
 Suite 3700
 Kennesaw GA 30144
 United States
 Phn: 470/578-6214

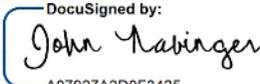
Tax Exempt? Y **Tax Exempt ID:** 580965786 **Cntrct/Solic#** Online Src From Req 0000594416 **PO Type:** EXM

Line-Sch	Profile ID	Item/Description	NIGP	Quantity	UOM	PO Price	Extended Amt	Due Date
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***The below signatory is the Board of Regents of the University System of Georgia
 by and on behalf of Kennesaw State University.

Total PO Amount 24,000.00

Authorized Signature

DocuSigned by:

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June 24, 2025

Renewal Agreement

This Renewal Agreement ("Renewal") renews portions of the products and services provided pursuant to the terms of the SaaS Services Agreement fully executed on December 5, 2019 (the "2019 SaaS Services Agreement") between Flock Group Inc. ("Flock"), and Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University ("Customer").

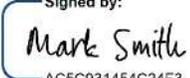
1. Flock and Customer agree that the following existing services are being renewed for an additional term of one year ("Renewal Term"), as further detailed in the attached quote:

8 Flock Safety LPR, fka Falcon
Previous term: April 25, 2024 to April 24, 2025.
Renewal term: April 25, 2025 to April 24, 2026.

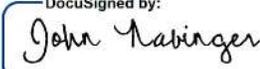
2. All terms and conditions of the 2019 SaaS Services Agreement shall remain unchanged unless modified by this Renewal.

The parties hereto have caused their duly authorized representatives to execute this Renewal:

Flock Group Inc.:

Signed by: 
 Signature: AC5C931454C24F3...
 Name: Mark Smith
 Title: General Counsel
 Date: 6/23/2025

Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University:

DocuSigned by: 
 Signature: A07927A3D9E3425...
 Name: John Nabinger
 Title: Procurement Specialist
 Date: June 24, 2025

**Flock Safety + GA - Kennesaw State
University Campus PD**

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

MAIN CONTACT:
Colton Cottis
colton.cottis@flocksafety.com
+13306915024

Created Date: 04/29/2025
Expiration Date: 05/10/2025
Quote Number: Q-135067
PO Number:

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: Attn: Accounts Payable Md-9110
3391 Town Point Dr Nw, Ste 3700 Kennesaw, Georgia 30144

Ship To: Attn: Accounts Payable Md-9110
3391 Town Point Dr Nw, Ste 3700 Kennesaw, Georgia 30144

Billing Company Name: GA - Kennesaw State University Campus PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Renewal Term:
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$24,000.00
Flock Safety Flock OS			
Flock Safety Platform -	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$24,000.00
Annual Recurring Subtotal:	\$24,000.00
Estimated Tax:	\$0.00
Contract Total:	\$24,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Product and Services Description

Flock Safety Platform Items	Product Description
-----------------------------	---------------------

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

Renewal Agreement

This Renewal Agreement ("Renewal") renews portions of the products and services provided pursuant to the terms of the SaaS Services Agreement fully executed on December 5, 2019 (the "2019 SaaS Services Agreement") between Flock Group Inc. ("Flock"), and Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University ("Customer").

1. Flock and Customer agree that the following existing services are being renewed for an additional term of one year (August 26, 2025 to August 25, 2026), as further detailed in the attached invoices Numbers INV-72811 and INV-72812:
 - 1.1 4 Flock Safety LPR (formerly known as Flock Safety Falcon).
 - 1.2 2 Flock Safety LPR (formerly known as Flock Safety Falcon).
2. The total cost of this renewal for the above services is \$18,000.00.
3. All terms and conditions of the 2019 SaaS Services Agreement shall remain unchanged unless modified by this Renewal.

The parties hereto have caused their duly authorized representatives to execute this Renewal:

Flock Group Inc.:

Signature:  Signed by:

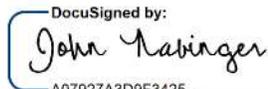
1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal officer

Date: 10/13/2025

Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University:

Signature:  DocuSigned by:

A07927A3D9F3425...

Name: John Nabinger

Title: Procurement Specialist

Date: October 16, 2025



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-72811
 Invoice Date: 8/28/2025
 Due Date: 9/27/2025
 Payment Terms: Net 30
 PO#:

Bill To: GA - Kennesaw State University Campus PD
 Attn: Accounts Payable Md-9110
 3391 Town Point Dr Nw, Ste 3700
 Kennesaw, Georgia, 30144

Ship To: GA - Kennesaw State University Campus PD
 Kennesaw, Georgia 30144

Billing Company Name: GA - Kennesaw State University Campus PD
 Billing Contact Name: Debra Anders
 Billing Email Address: dande147@kennesaw.edu

Payment Terms: Net 30
 Contracted Billing Structure: Annual

Notes: Renewal - GA - KSU Marietta Campus - 2025: Year 1 of 12 Month Term, 2025 - 2026

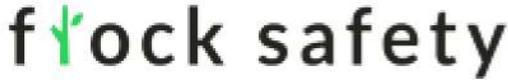
Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Platform - Essentials	1	\$0.00	\$0.00	\$0.00
Flock Safety LPR, fka Falcon	4	\$3,000.00	\$0.00	\$12,000.00

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

Subtotal: \$12,000.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$12,000.00

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



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-72811
Invoice Date: 8/28/2025
Due Date: 9/27/2025
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-72811
Mail to: PO Box 121923
Dallas, TX 75312-1923

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

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

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

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

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: GA - Kennesaw State University
Campus PD

Invoice # INV-72811

Amount Due: **\$12,000.00**

Amount Enclosed: \$ _____



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-72812
 Invoice Date: 8/28/2025
 Due Date: 9/27/2025
 Payment Terms: Net 30
 PO#: 0000574091

Bill To: GA - Kennesaw State University Campus PD
 Attn: Accounts Payable Md-9110
 3391 Town Point Dr Nw, Ste 3700
 Kennesaw, Georgia, 30144

Ship To: GA - Kennesaw State University
 Campus PD
 Kennesaw, Georgia 30144

Billing Company Name: GA - Kennesaw State University Campus PD
 Billing Contact Name: Debra Anders
 Billing Email Address: dande147@kennesaw.edu

Payment Terms: Net 30
 Contracted Billing Structure: Annual

Notes: Renewal - GA - KSU Phase 3 - 2025: Year 1 of 12 Month Term, 2025 - 2026

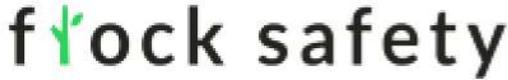
Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Platform - Essentials	1	\$0.00	\$0.00	\$0.00
Flock Safety LPR, fka Falcon	2	\$3,000.00	\$0.00	\$6,000.00

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

Subtotal: \$6,000.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$6,000.00

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



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-72812
Invoice Date: 8/28/2025
Due Date: 9/27/2025
Payment Terms: Net 30
PO#: 0000574091

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-72812
Mail to: PO Box 121923
Dallas, TX 75312-1923

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

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

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

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

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: GA - Kennesaw State University
Campus PD

Invoice # INV-72812

Amount Due: **\$6,000.00**

Amount Enclosed: \$ _____