

Flock Safety + CA - Corona PD

Flock Group Inc.
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flock safety



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed Services Agreement entered into by the Parties on or about March 8, 2021 (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:	City of Corona	Initial Term:	36 Months
Legal Entity Name:	City of Corona	Renewal Term:	24 Months
Accounts Payable Email:	gary.griffitts@coronaca.gov	Payment Terms:	Net 30
Address:	730 Public Safety Way Corona, California 92878	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			\$266,400.00
Flock Safety Flock OS			
FlockOST™ Elite Package	Included	1	Included
Flock Safety Drone Hardware and Services			
Year 1			
Flock Safety DFR 2.0 - 400ft	Included	1	Included
Flock Safety DFR 2.0 - 200ft	Included	1	Included
Year 2+			
Flock Safety DFR 2.0 - 200ft	Included	2	Included
Flock Safety Video Products			
Flock Safety Video Integration VMS	Included	600	Included
Subtotal Year 1:			\$163,800.00
Annual Recurring Subtotal:			\$238,800.00
Discounts:			\$704,266.00
Estimated Tax:			\$0.00
Contract Total:			\$641,400.00

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.

Special Terms:

Flock Safety DFR 2.0 – 400ft – Promotion

In the first year of the Initial Term, Flock will provide Customer with complimentary use of radar [Flock Safety DFR 2.0 – 400ft]. Prior to the end of the first year, the Customer may elect to upgrade to Flock Safety DFR 2.0 – 400ft and execute a new Order Form outlining the engagement with option to increase the number of units based on the current price. The decision must be emailed in writing to the Flock Customer Success Manager assigned to the deployment at least sixty (60) days prior to the end of the first year of the Initial Term. If no selection, Flock will recover all equipment and software licenses related to DFR 2.0 - 400ft and Customer will operate at 200ft instead of 400ft, without use of radar. Customer's agreement will continue with the quantity of Flock Safety DFR 2.0 – 200ft indicated in the Order Form.

At such time that Customer obtains all necessary FAA regulatory waivers (see Section 1.2 below), Customer agrees to purchase an additional quantity of one (1) Flock Safety DFR 2.0 – 200ft for the duration of the Initial Term at the price specified per the Additional Flock Devices table below. For clarity, price

for the additional purchase shall be pro-rated based upon the date of purchase as indicated on the Order Form for said purchase. At the expiration or termination of this Agreement, Flock will remove and uninstall all Flock Hardware.

Additional Flock Devices During Term of Agreement	
Flock Safety Drone Hardware and Services	Unit Price
Flock Safety DFR 2.0 - 200ft	\$150,000.00
Flock Safety DFR 2.0 - 400ft	\$307,133.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$163,800.00
Annual Recurring Year 2	\$238,800.00
Annual Recurring Year 3	\$238,800.00
Contract Total	\$641,400.00
Option: Upgrade for DFR 2.0 - 400ft	
Recurring Annual After Year 1 - DFR 2.0 - 400ft	\$395,933.00

*Tax not included

+ 1.5 Drones = 225,000
+ Radar = 157,133
+ Interface = 13,800
395,933

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$90,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00
Flock Safety Drone Hardware & Services	\$704,266.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety DFR 2.0 - 400ft	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes drone, camera, batteries, battery-swapping dock, and radar unit. Software includes remote piloting, air traffic awareness, spectator view, mobile app, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock Safety DFR 2.0 - 200ft	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes drone, camera, batteries, battery-swapping dock, 200ft ceiling with ADS-B. Software includes remote piloting, air traffic awareness, spectator view, mobile app, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
FlockOS™ Elite Package	Distinguishing itself from traditional brick-and-mortar real-time crime centers (RTCCs) and other cloud-based solutions, FlockOS™ Elite is scalable and community-powered, offering a versatile, cloud-based RTCC platform.
Flock Safety Video Integration VMS, fka Wing	Integrates video streams into Flock OS for enhanced situational awareness

PRODUCT ADDENDUM

UNMANNED AIR SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES

WHEREAS, Customer has determined that it is in the interests of public safety for it to have the ability to utilize unmanned drones during crisis incidents, public emergencies, and in certain public safety operations, to the extent permitted by law;

WHEREAS, Flock is in the business of providing unmanned drone services (the unmanned drone services shall be considered part of the “**Flock Services**” as defined in the Terms) and Flock Hardware;

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

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Flock Services and Hardware. Flock shall provide access to Customer the Flock Services and related Flock Hardware (the “Flock Hardware”) listed on the Order Form upon the terms and conditions set forth in the Agreement. Flock maintains ownership of all the Flock Hardware. Each year, as specified in the Order Form, the Customer will be provided with sixteen (16) batteries. Customer may place an order for additional Flock Hardware (e.g., batteries prior to 500 complete charging cycles, hardware damaged due to Customer’s error, additional spares, etc.) at Flock’s then current list price, which will be made available to Customer upon request.

1.2 FAA Regulatory Waivers. Flock will assist Customer, at no additional cost to Customer, in acquiring any required Federal Aviation Administration (“FAA”) regulatory waivers.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer’s delivery address set forth in the Order Form (“Delivery Point”). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock’s notice stating that the Flock Hardware is available at the Delivery Point: (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Once the Flock Hardware is made available as the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized Users and all third-parties who may gain access to the same.

1.4 Pilot Services. Upon Customer’s request, Flock will make available an employee or independent contractor pilot (each a “Pilot”) to Customer for purposes of operating the Flock Hardware (hereafter the “Pilot Services”), which is included in the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Such Pilot Services may be used for up to forty (40) hours per week during the Term. Customer’s use of the Pilot Services shall not alleviate any of Customer’s obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer’s premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer’s obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock’s investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. FEES. The Order Form dictates the Flock Hardware, software, personnel, and Flock Services and the entire Flock Services corresponding fees. Customer shall pay the Fees as described on the Order Form.

4. TERM. The term of this Agreement commences on the Effective Date of this Agreement and continues until terminated as provided under this Agreement (the “**Term**”). Each Order Form shall commence and expire and/or terminate according to the terms set forth in such Order Form. On expiration or termination of the Agreement, all licenses provided hereunder by Flock shall immediately expire.

5. FLOCK DRONE IP. Agency Data does not include, and Flock Drone IP (defined herein) expressly includes, any data to the extent processed by, resulting as an output of, or based on the usage of, the Flock Services, Flock Hardware, including, without limitation, data collected by Flock’s radar and radio frequency sensors. Such Flock Drone IP shall be Flock’s Proprietary Information. Flock shall own all rights to (i) any data input into the Flock Services, Flock Hardware by or on behalf of Flock (not including any Agency Data) and (ii) any aggregated and anonymized data extracted or derived from the Flock Services, or use of the Flock Hardware, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data, flight logs and flight history, telemetry data and logs, fleet information including drone serial numbers and models, connected device information including radar data concerning the surrounding airspace, and other aggregated and anonymized data collected from user data and files (collectively, “**Flock Drone IP**”). Without limiting the generality of the foregoing, Flock reserves the right to create and market public indexes, analysis or insights created from such data. Customer agrees that it will not share, sell, transfer, or make available any data generated by the Flock Hardware, including all Flock Drone IP to which it may have access, to any third party without the prior express written consent of Flock

SCHEDULE A

SERVICES

Flock makes no warranties regarding the efficacy of the training detailed below. Flock shall provide the training and services described in this Schedule A at no additional cost to Customer.

1. AIRWORTHINESS TRAINING

Flock will make commercially reasonable efforts to provide training for the Customer to maintain the airworthiness of its drones, including compliance-related trainings.

Except for the Pilot Services provided pursuant to Section 1.4 of this Agreement, Customer shall be responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable FAA regulations and that all have the necessary skill required to perform their duties. After completion of training, Customer will be responsible for maintaining the airworthiness of drones to which Customer is responsible and the ensuring that the respective operations are in line with all applicable laws and regulations.

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

2. FLIGHT TRAINING

Flock will assist the Customer in obtaining FAA BVLOS waivers and train the Customer on compliance matters related to such waivers. Flock will start with one deployment location at a time, and work up to the agreed upon number of deployment locations for all UAS. As part of the BVLOS process, Flock will provide training materials to the Customer to certify all employees of the Customers selected as Visual Observers (“VOs”) to help aid in BVLOS operations.

Flock will provide training to officers on how to utilize the Flock IP. This will consist of:

- Showing how to access Flock on their respective internet devices
- Showing how to view a live stream through the application
- Showing how to control the drone using the application
- Showing how to report problems if they come across them on the application

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

3. FLOCK HARDWARE TRAINING

There will also be training for the Customer to use the Flock Hardware. This training will consist of:

- Discussing maintenance list for the drone, and how to maintain airworthiness
- Teaching how to fly the drone autonomously using the Flock IP
- Teaching how to fly the drone manually using the remote controller

The training will be conducted via both online and in-person methods, as agreed upon by both parties. The frequency and duration of training will be mutually decided and scheduled to the convenience of the Customer.

4. DEPLOYMENT SUPPORT

Flock will teach the Customer how to dispatch the Flock Hardware using the software for 911 calls.

Only personnel authorized by Customer may have access to the livestream from the drone. They will also be taught on how to use Flock's software to view said stream on any internet-connected device.

Authorized personnel may have access to the Flock IP, which can convey the current status of the drone, and how to tell the drone to conduct additional maneuvers if needed.

All operations must be conducted by a Pilot in Command ("**PIC**"), who is an FAA-certified pilot. Except for the Pilot Services provided by Flock pursuant to Section 1.4 of this Agreement, Customer will provide the PICs needed to sustain this program.

Flock will assist in drafting a Standard Operating Procedure ("**SOP**") as well as department policies regarding access, deployments, privacy, and community engagement.

Flock will ensure correct implementation of each Flock station and its included Flock Hardware which may or may not include the aircraft, on-prem servers, charging dock installations, radars, and more. The parties will develop an installation plan that is mutually agreeable to both parties, which plan shall become part of this Agreement.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

Operational:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone.
- Work with Flock to get BVLOS waivers for the city to fully use Flock's product and services.
- Train members of the city to be VOs so that the Customer can have FAA-compliant and safe BVLOS operations (Flock will provide training material if needed).
- If Customer wants to connect Flock's software to their Computer Aided Dispatch ("**CAD**") system, Customer will provide access to said CAD system at no cost to Flock to location information and other pertinent information about calls-for-service as they are placed.
- Flock will provide their Flock software interface to command the Flock Hardware. Customer must independently access and store any personal information about calls-for-services other than their location and the type of response (police, fire, or EMS) they prompted.

Customer shall be responsible to integrate with CAD software to pull location information and call type information of every call-for-service that the Customer decides the drone should be deployed to, so long as there are no monetary charges to Flock for said integration.

SCHEDULE C

Data Sharing & Integration Clause

1. Data Sharing Requirements

FLOCK agrees to provide **Corona PD** with real-time access to drone-generated data (to the extent that **Axon Fusus** is capable of ingesting said data), including but not limited to:

- a. **Video Feed** – Live-streaming and recorded footage from deployed drones.
- b. **Location Data** – GPS coordinates and flight path tracking.
- c. **Telemetry Data** – Altitude, speed, heading, and battery levels.

2. Data Format & Transmission

- a. **FLOCK** shall ensure that all data is transmitted in an industry-standard format.
- b. Data shall be transmitted via a secure API, cloud-based integration, or direct streaming protocol.
- c. **FLOCK** will provide necessary API documentation, credentials, and access to enable seamless data integration to Corona PD.

3. Real-Time Access & Availability

- a. **FLOCK** shall ensure **Axon Fusus** has continuous real-time access to the data with minimal latency.
- b. Data transmission shall be maintained with an uptime of at least **99.9%**, except for scheduled maintenance or unforeseen outages.
- c. In the event of a service disruption, **FLOCK** shall notify **Corona PD** within a commercially reasonable time, not to exceed one (1) business day, and provide an estimated resolution time.

4. Security & Compliance

- a. All shared data shall be encrypted in transit and at rest to meet industry security standards.
- b. **FLOCK** shall comply with all applicable FAA, GDPR, CJIS, and other relevant data privacy and security regulations.
- c. Access credentials and API keys shall be restricted to authorized personnel and rotated periodically to ensure security.

5. Support & Maintenance

- a. **FLOCK** shall provide ongoing technical support to ensure uninterrupted data sharing and integration with **Axon Fusus**.
- b. Both parties shall designate technical points of contact for troubleshooting and issue resolution.
- c. To the extent commercially practicable, any API or software updates that affect data transmission shall be communicated to Customer at least 30 days in advance. In cases where it is not commercially practicable to provide such notice thirty (30) days in advance, **FLOCK** shall provide notice as soon as reasonably possible under the circumstances.

6. Ownership & Usage Rights

- a. **FLOCK** acknowledges that all Customer Data shall be **owned** by Corona PD and can be shared with **Axon Fusus** for real-time situational awareness.
- b. Any restrictions on data retention, sharing, or analysis shall be outlined in the Terms.

7. Breach & Termination

- a. Failure to comply with the data-sharing obligations may result in termination upon thirty (30) days written notice.
- b. In the event of termination, **FLOCK** shall provide **Corona PD** with a final data transfer within **seven (7) business days** to ensure operational continuity.

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: CITY OF CORONA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____