

FLOCK GROUP INC.
ADDITIONAL SERVICES AGREEMENT

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). 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**”).

Agency: CA - Corona PD Legal Entity Name:	Contact Name: Lt. Jason Perez
Address: Administrative Services 400 S. Vicentia Ave Corona, California 92882	Phone: (951) 736-2360 E-Mail: jason.perez@coronaca.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 months Renewal Term: 12 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Sales tax will be added to all fees as applicable. **If your organization is tax exempt, please check this box: and email your Sales Tax Exemption Certificate to billing@flocksafety.com.**

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500	60.00	\$150,000.00
Professional Services - Standard Implementation Fee	\$350.00	32.00	\$11,200.00
Falcon Flex	\$3,000.00	1.00	\$3,000.00

(Includes one-time fees)

Year 1 Total: \$164,200.00

Recurring Total:
\$153,000.00

Special Terms – Flex Rider:



Falcon Flex Rider

- Falcon Flex Rider.** Falcon Flex is an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install certain hardware (such hardware, “Falcon Flex”). Parties understand and agree that Falcon Flex is an additional product, subject to additional terms (such terms, this “Rider”). Should there be a conflict between this Rider and the Agreement, the terms of this Rider shall govern.
- Falcon Flex Fees.** For Falcon Flex products, the Agency will pay Flock the Usage Fee (as described on the Order Form attached hereto) on or before the 30 th day following the Effective Date of this Agreement. If applicable, the Agency shall pay the ongoing renewal fees set forth on the Order Form due and payable thirty (30) days in advance of each renewal term.
- Falcon Flex 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”). The Term shall commence upon execution of this Agreement. Following the Initial Term, unless otherwise indicated on the Order Form, 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”, and together with the Initial Term, the “Service 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. Upon conclusion of the Service Term, Agency shall return Falcon Flex to Flock within a reasonable time thereafter.
- Ownership.** Notwithstanding anything to the contrary in the Agreement, Agency understands that all Falcon Flex devices are owned exclusively by Flock, and that title to any Falcon Flex does not pass to Agency upon execution of this Agreement. Flock shall retain ownership and security interest in Falcon Flex devices.
- Purpose.** Falcon Flex is designed to be a self-installed fixed license plate reader solution. Falcon Flex is not designed for use as a mobile solution. Flock offers no warranty for misuse of the Falcon Flex. Agency understands that upon improper use of Falcon Flex devices, all warranties herein shall be null and void.
- Warranty.** Agency understands that Flock does not warrant that the services will be uninterrupted or error free. Flock disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

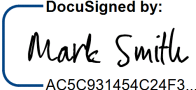
7. Replacement. In the event of a manufacturer defect, Flock will repair or replace the defective Falcon Flex at no additional cost. In the event that a Falcon Flex is lost, stolen, or damaged, Agency may request that Flock replace the Falcon Flex at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>).

8. Support Services. Agency understands that Flock will not provide installation services for Falcon Flex. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex, and Agency is responsible for installation, maintenance, and monitoring of quality, performance and functionality of Falcon Flex devices.

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

FLOCK GROUP, INC.

Agency: CA - Corona PD

By: 
AC5C931454C24E3...

By: _____

Name: Mark Smith

Name: _____

Title: General Counsel and Corporate Secretary

Title: _____

Date: 12/20/2022

Date: _____

EXHIBIT A

This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.

Certificate Of Completion

Envelope Id: ABB94A1CB2604685A41F81F46B364980	Status: Sent
Subject: Complete with DocuSign: Flock Additional Services Agreement 2023.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Scott Briggs
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 S Vicentia Ave
	Corona, CA 92882
	Scott.Briggs@CoronaCA.gov
	IP Address: 52.243.155.252

Record Tracking

Status: Original	Holder: Scott Briggs	Location: DocuSign
12/19/2022 12:05:17 PM	Scott.Briggs@CoronaCA.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Corona, CA	Location: DocuSign

Signer Events

Signature	Timestamp
Alex Latraverse	Sent: 12/19/2022 12:17:47 PM
alex@flocksafety.com	Viewed: 12/19/2022 2:10:29 PM
Chief Revenue Officer	
Flock Safety	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Not Offered via DocuSign	

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Michelle Adams
michelle.adams@coronaca.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dan Bloomfield
dan.bloomfield@coronaca.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/19/2022 12:17:47 PM
Certified Delivered	Security Checked	12/19/2022 2:10:29 PM

Payment Events	Status	Timestamps
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