Flock Safety + TN - Mt Juliet PD

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

MAIN CONTACT:
Alex Guth
alex.guth@flocksafety.com
6154175399

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:	TN - Mt Juliet PD	Initial Term:	120 Months
Legal Entity Name:	TN - Mt Juliet PD	Renewal Term:	12 Months
Accounts Payable Email:	jcothron@mtjuliet-tn.gov	Payment Terms:	Net 60
Address:	1019 Charlie Daniels Pkwy Mount Juliet,	Billing Frequency:	Annual – See Billing Schedule.
	Tennessee 37122	Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$695,030.00**
Flock Safety Bundles			
Flock Safety - Safe City	Included	1	Included
		Subtotal Year 1:	$185,000.00
		Discounts Year 1:	$825,000.00
		Estimated Tax:	$0.00
		Contract Total:	$6,950,300.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. Following the term, the Agreement will not automatically renew; Customer may renew this Agreement for successive renewal terms of the length set forth on the Order Form (each, a "**Renewal Term**") by providing at least thirty (30) days written notice to Flock prior to the end of the then-current term.*

Special Terms:
Customer shall have the right to terminate this Agreement without penalty or fees if the project is not approved and funded by Customer on or before July 1, 2025. In addition, regardless of project funding status, installation under this Order Form shall not commence prior to July 1, 2025.

Flock acknowledges that the City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event the City fails or chooses not to appropriate funds or make monies available for any fiscal year covered by the term of the Agreement for services or equipment to be provided, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to the City (including, but not limited, to penalties, fees, or damages), and such termination shall not be a breach of the Agreement, and any unused payment made to Flock shall be returned to the City.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At July 1, 2025	$185,000.00
Year 2	$310,014.00
Year 3	$435,029.00
Year 4	$560,043.00
Year 5	$685,057.00
Year 6	$810,071.00
Year 7	$935,086.00
Year 8	$1,010,000.00
Year 9	$1,010,000.00
Year 10	$1,010,000.00
Contract Total	$6,950,300.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$3,149,700.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$96,250.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
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.
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Flock Nova - Customer Data	Flock Nova data integration and intelligence platform subscription, enabling data centralization from agency computer-aided dispatch (CAD), record management system (RMS), digital evidence management system (DEMS), and shared inter-agency networks.
Flock Nova - OSINT Data	Flock Nova data integration and intelligence platform subscription. Includes access to open source intelligence (OSINT) and shared inter-agency data.
Flock Nova - Custom Integration	Customer Flock Nova data integration (out of standard scope)
Flock Aerodome DFR - Radar	Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation.
Flock Aerodome DFR - M350 + Dock (2 System Set)	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes two Matrice (M350) drones, two cameras, batteries, and two battery-swapping docks. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Flock Mobile Security Trailer - Subscription	Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through: - Blue Deterrence Light - 2 x PTZ Video Camera - 1 360 Degree Multisensor Camera - Audio Talk Down
Enhanced LPR Upgrade	The Enhanced LPR Package is a software add-on for any of the FlockOS™ tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.
Video Camera 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.
Flock FreeForm™ - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.
FlockOS Premium Solution	FlockOS Premium Solution
Video Integration Gateway 2.0 - 8 Streams, fka Wing	Video Integration Gateway 2.0 box with 8TB data and 8 channel AI capability, 30 days of storage
Community Partnership Video Camera	Designed to enhance community safety, the Flock Community Partnership Camera is a solar-powered video camera, cellular-enabled solution provided to businesses. With an LED deterrent light, it deters crime while reinforcing collaboration between businesses and law enforcement
Video Integration Gateway 2.0 - 16 Streams, fka Wing	Video Integration Gateway 2.0 box with 16TB data and 8 channel AI capability, 30 days of storage
FlockOS Premium	FlockOS Premium provides agencies with the tools, training, and regional support needed to establish and operate a full-scale, future-ready crime operations center. It includes all features of FlockOS Plus while streamlining RTCC implementation and coordination without added complexity.
Flock911	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Professional Services - Video Integration Gateway Implementation Fee	
Video Camera 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 - Video Integration Gateway Implementation Fee	
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Professional Services - Flock911 Implementation Fee	One-time Professional Services engagement to set up Flock911.
Flock FreeForm™ - Included	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.

Integrated Video Streams	
Flock Safety - Safe City	Flock Safety - Safe City
Flock Safety - Multi-Year Discount	Flock Safety - Mutli-Year Discount

FlockOS Features & Description

FlockOS Features	Description
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS™ to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization's network.
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 Alerting on Flock Hardware	Receive LPR, video, and audio alerts on a single interface, providing real-time event details, locations, and nearby cameras.
Real-Time Traffic Layer	Overlay live traffic data onto your agency's operational map, integrating it with CAD calls, body camera locations, and police vehicle positions.
Camera Direction Indicator Tool	The Camera Direction Indicator in FlockOS visually displays the viewing angles of live video and/or LPR cameras on the Flock Map.
Map Attachments	Easily managed through the Flock Admin portal, Map Attachments enables agencies to store and access key operational data for dispatchers, patrol officers, and command staff.
Custom Map Layers	Powered by ESRI, the FlockOS Map supports 3D visualizations, floor plans, GIS data layering, and allows users to upload custom map layers for a tailored mapping experience
Real-Time Routing	Promote safety by anticipating a defined area where a vehicle could be located that alerts on an LPR camera through advanced analytics.
Recent LPR Images	View recent snapshots from nearby LPRs in a map-based modal to help operators visually scan for vehicles matching a description and identify plates in real time.
Flock Aerodome Drone Location & Live Viewing	FlockOS integrates Aerodrome drones to stream live video and GPS data directly into the platform, providing real-time aerial visibility for law enforcement operations.
Computer Aided Dispatch (CAD) Connection	Seamlessly incorporates your CAD system into FlockOS™. This crucial connection ensures that calls-for-service, locations, and actionable intelligence are displayed side-by-side, driving efficient call resolutions.
Receive External CAD	View supported CAD calls for service shared by neighboring agencies, providing real-time visibility into active incidents to improve cross-jurisdictional coordination.
Automatic Vehicle Location (AVL) Connection Inside Agency	Displays real-time patrol officer locations from your agency in a unified map view by integrating Automatic Vehicle Location (AVL) data through supported product integration; with an API being provided for other vendors if specific integration is not available.
Body Worn Camera Live Location	Displays real-time patrol officer locations in a unified map view by integrating Body-Worn Camera Location (BWC) data through supported product integrations; with an API being provided for other vendors if specific integration is not available.
FirstTwo Connection	Law enforcement agencies with an existing FirstTwo account can integrate it with FlockOS to access real-time open source intelligence data, including information about residents at specific locations, details about people e.g. phone number, names, ages, to enhance situational awareness and response coordination.
Drone Integration	Access live drone video feeds, locations, and device statuses from supported products in one unified map view; with an API being provided for locations and device statuses for other vendors if specific integration is not available.
External Automatic Vehicle Location (AVL) Connection	Integrates AVL data from connected agencies, providing a centralized operational view of officer and vehicle locations to enhance interagency collaboration.
Map Based Viewing of 3rd Party Video Inside Agency	Consolidate integrated third-party cameras onto a single operational view, making it easy to locate, activate, and monitor live video feeds in real time.
Access to Live Video Outside of Agency Jurisdiction	Agencies can view live and recorded footage from neighboring agencies' cameras- whether from

	schools, traffic cameras, or third-party video feeds in a centralized system for cross-jurisdictional collaboration.
Video Integration with Cloud, Gateway, VMS	Agencies can access and manage video feeds from connected public and private camera systems in one secure platform via Flock's Video Integration products.
Public/Private Partnership MOU Creation	Flock Safety facilitates the legal agreements needed for public-private video sharing, ensuring compliance and reducing administrative workload for law enforcement agencies
Camera Registry Program	Access a customizable, fully-hosted camera registry website to quickly identify nearby video sources during incidents. Strengthen community ties by incorporating fixed camera feeds from local schools, businesses, and neighborhoods. The interactive map lets you spot relevant cameras so you can easily contact camera owners to assist in investigations.
Custom Community Partnership Website	The Community Partnership Website is a customized, professionally designed platform that helps businesses and residents register their cameras, access public safety resources, and actively support local law enforcement efforts.
Community Rollover Program	The Flock Safety Community Rollover Program allows law enforcement agencies to establish public-private camera partnerships with flexibility. Any unused community camera connections can be converted into Flock Safety equipment, such as LPR cameras, live video cameras, or audio detection devices, ensuring all investments contribute to public safety.
Community Partnership Support Team	The Flock Safety Community Partnership Support Team provides guidance and resources to help agencies engage local businesses and residents, build public support, and establish effective safety partnerships.
Dedicated Customer Success Manager	A dedicated Customer Success Manager serves as your agency's primary contact, providing expert assistance to streamline deployment, maximize efficiency, and ensure long-term success with FlockOS.
Personalized Training by Flock's RT Consulting Team	Flock Safety offers onsite training and consulting led by former law enforcement professionals (one consultant for six hours) to facilitate seamless integration, enhance user proficiency, and optimize the implementation of FlockOS.
Unlimited Users	Unlimited users for FlockOS
Utilization of Flock Safety Mobile App	Increase case clearance on-the-go with real-time alerts and searchable LPR data for mobile devices via the Flock Safety Mobile App, available on Android and iOS devices.
Live Location Sharing from Flock Safety Mobile App	Live Location Sharing in the Flock Safety Mobile App allows officers to share their real-time location with dispatch and command staff through FlockOS Map, enhancing coordination and safety.

<u>PRODUCT ADDENDUM</u>

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**") 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   <u>Flock Services and Hardware</u>. 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 a designated number of 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   <u>FAA Regulatory Waivers</u>. Flock will assist Customer in acquiring any required Federal Aviation Administration ("FAA") regulatory waivers.

1.3   <u>Delivery</u>. 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   <u>Pilot Services</u>. 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") at 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.** Customer 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 Confidential 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 Customer 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.

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.

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. 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.

SCHEDULE B

SPECIFICATIONS

Customer must abide by the following standards:

<u>Operational</u>:

- 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.

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.

Signed by:

By: _Mark Smith_
        AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 7/17/2025

Customer: TN - Mt Juliet PD

By: _____

Name: James Maness on Behalf of City of Mt. Juliet

Title: Mayor

Date: _____

PO Number: _____