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flock safety

FLOCK GROUP INC.
AMENDMENT

This amendment (the "**Amendment**") is made between Flock Group Inc. ("**Flock**") and TN - Johnson City PD (**"Customer"**), collectively referred to as (the **"Parties"**).

1. Scope. This Amendment supersedes and amends the previously executed agreement between the Parties, dated 7/30/2025, relating to the provision of services by Flock to Customer and any schedules attached thereto or incorporated therein by reference (the "**Agreement**"). The remainder of the Agreement shall remain in full force and effect.

2. Conflict. In the event of a conflict between this Amendment and the Agreement or any previous amendment, the terms of this Amendment will prevail.

3. Capitalization. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise.

4. Effective Date. This Amendment will become effective when executed by both Parties (the "**Effective Date**").

The Agreement is amended as follows: Customer shall be invoiced as described in the Billing Schedule Below

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	$300,000.00
At Contract Signing	
Year 2	$0.00
Year 3	$970,375.00
Year 4	$970,375.00
Year 5	$970,375.00
Year 6	$970,375.00
Year 7	$970,375.00
Year 8	$970,375.00
Year 9	$970,375.00
Year 10	$970,375.00
Contract Total	**$8,063,000.00**

*Tax not included

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms contained herein.

FLOCK GROUP INC.		**TN - Johnson City PD**	
By:	Signed by: 1024EAE1F68A40F...	By:	
Name:	Dan Haley	Name:	Gregory C.G. Coy
Title:	Chief Legal Officer	Title:	Mayor
Date:	12/17/2025	Date:	1/6/26

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 - Johnson City PD	Initial Term:	120 Months
Legal Entity Name:	TN - Johnson City PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	601 E Main St Johnson City, Tennessee 37601	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$795,470.00**
Flock Safety Bundles			
Flock Safety - Safe City	Included	1	Included

Subtotal Year 1:	$300,000.00
Discounts:	$4,926,000.00
Estimated Tax:	$0.00
Contract Total:	$8,063,000.00

*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.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:
• OMNIA Contract #RS250203

Customer shall have the right to terminate this Agreement without penalty or fees if the project is not approved and funded by the Customer on or before August 31, 2025

Annual Billing Schedule	
Year 1 (July 31, 2025)	$300,000 00
Year 2	$0 00
Year 3	$970,375 00
Year 4	$970,375 00
Year 5	$970,375 00
Year 6	$970,375 00
Year 7	$970,375 00
Year 8	$970,375 00
Year 9	$970,375 00
Year 10	$970,375 00
Contract Total:	**$8,063,000 00**

**Tax not included*

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$773,000.00
Flock Safety Add-ons	$65,000 00
Flock Safety Professional Services	$219,000.00
Flock Safety Multi-Year Discount	$3,869,000 00

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ADDENDUM

THIS ADDENDUM is made this the ____ day of _____, 2025, by and between the CITY OF JOHNSON CITY, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, ("City") with a principal address at 601 E. Main Street, Johnson City, Tennessee, 37601, and FLOCK GROUP, INC, _____ ("Flock Safety").

WITNESSETH:

WHEREAS, the Purchasing Agent for the City of Johnson City advertised for a request for proposals for all services and equipment necessary to provide an LPR Camera Program to capture vehicles at certain location throughout the City of Johnson City; and

WHEREAS, Flock Safety has the knowledge, possession and ownership of certain equipment, licenses, and applications necessary to provide such services and equipment; and

WHEREAS, the Board of Commissioners, upon the advice of the Chief of Police has determined Flock Safety submitted the proposal that is most responsive and best conforms to the specifications and needs of the City and is in the best interest and advantage of the City.

NOW, THEREFORE, the City and Flock Safety, for the mutual considerations stated herein, agree as follows:

ARTICLE 1
BASIC AGREEMENTS

Initial

1.1 Contract Documents. The executed contract documents will consist of the following:

(1) The Master Services Agreement dated 2/25/25 and referenced Order Form 12/23/2025
(2) This Addendum
(3) Designated Intersection Approaches, Exhibit A
(4) Construction and Installation Obligations, Exhibit B
(5) Maintenance, Exhibit C
(6) Additional Obligations, Exhibit D
(7) Form of Acknowledgment and Consent, Exhibit E
(8) City's Request for Proposals, Exhibit F
(9) The Proposal submitted by Flock Safety, dated 7/29/25, Exhibit G 12/23/2025
(10) Certificates of Insurance, Exhibit I

Initial

The contract documents are incorporated herein by reference and made a part of this Agreement as if they were fully set out verbatim. To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on Flock Safety will control.

1.2 Definitions. In this Agreement, the words and phrases below will have the following meanings:

(A) "City" means the City of Johnson City, Tennessee and each of its departments, divisions, agencies, boards and instrumentalities.

(B) "Confidential or Private Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so

labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

(1) Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and

(2) Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" will mean the broadest and most inclusive interpretation of trade secrets.

(3) Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be disclosed, or (v) was required by applicable state law to be disclosed, specifically including Tenn. Code Ann. 10-7-503, *et. seq.* commonly known as the Tennessee Public Records Act.

(C) "Designated Intersection Approaches" means the Intersection Approaches set forth in Exhibit A attached hereto, and such additional Intersection Approaches as Flock Safety and the City will mutually agree from time to time.

(D) "Equipment" means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Flock Safety(s) LPR Camera System, including but not limited to all camera systems, housings, radar units, servers and poles.

(E) "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.

(F) "Installation Date" means the date on which Flock Safety completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the LPR Camera System, to the satisfaction of the City.

(G) "Intellectual Property" means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-

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works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.

(H) "Intersection Approach" means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound, westbound and turning lanes) on which at least one (1) system has been installed by Flock Safety for the purposes of facilitating the LPR Camera Program by the City.

(I) "Material Breach" means a breach of this Agreement that is so substantial that it defeats the purpose of the parties in entering into this Agreement.

(J) "Operational Period" means the period of time during the Term, commencing on the Installation Date, during which the LPR Camera Program is functional.

(K) "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.

(L) "LPR Camera Traffic Safety Program" means the process by which the identification of vehicles is facilitated by the use of certain equipment, applications and back office processes of Flock Safety, including but not limited to cameras, flashes, central processing units, signal controller interlaces and detectors (whether loop, radar or video loop) which, collectively, are capable of recording data in the form of photographic images of motor vehicles.

(M) "Police Project Manager" means the project manager appointed by the City Manager in accordance with this Agreement and the Johnson City Municipal Code, who will be a sworn police officer and will be responsible for overseeing the installation of the Intersection Approaches and the implementation of the LPR Camera Traffic Safety Program, and who will have the power and authority to make management decisions relating to the City's obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in this agreement, in the Johnson City Charter, the Johnson City Municipal Code, or by the Johnson City Board of Commissioners.

(N) "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.

(O) "Flock Safety Marks" means all trademarks registered in the name of Flock Safety or any of its affiliates, such other trademarks as are used by Flock Safety or any of its affiliates on or in relation to the LPR Camera Traffic Safety Program at any time during the Term of this Agreement, service marks, trade names, logos, brands and other marks owned by Flock Safety and all modifications or adaptations of any of the foregoing.

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(P) "Flock Safety Project Manager" means the project manager appointed by Flock Safety in accordance with this Agreement, which project manager will be such person as Flock Safety will designate by providing written notice thereof to the City from time to time, who will be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation of the LPR Camera Traffic Safety Program, and who will have the power and authority to make management decisions relating to Flock Safety's obligations pursuant to this Agreement, including but not limited to change-order authorizations.

(Q) "Traffic Signal Controller Boxes" means the signal controller interface and detector, including but not limited to the camera or video loop, as the case may be.

1.3 Term. The term of this Agreement will commence upon the date first above written and will continue for 120 months, unless earlier terminated pursuant to the provisions of this Agreement.

1.4 Services. Flock Safety will provide the LPR Camera Traffic Safety Program to the City, in each case in accordance with the terms and provisions set forth in this Agreement and including the following:

(A) Installation. With respect to the construction and installation of the Designated Intersection Approaches and the installation of the LPR Camera Traffic Safety System at such Designated Intersection Approaches, the City and Flock Safety will have the respective rights and obligations set forth on Exhibit B attached hereto.

(B) Maintenance. With respect to the maintenance of the Flock Safety LPR Camera Traffic Safety System at the Designated Intersection Approaches the City and Flock Safety will have the respective rights and obligations set forth on Exhibit C attached hereto.

(C) Ownership of Vehicle Identification Makers. All data collected will become and remain the exclusive property of the City, and the City will have access thereto at all times at no cost to the City. Flock Safety will not publicly disclose the data or privately disclose or use the data for any purposes whatsoever except as specified in this Addendum without the prior written consent of the City, except for information that:

(1) is or becomes generally available to the public through no fault of Flock Safety personnel; or

(2) is required to be disclosed by law or by a court of competent jurisdiction.

(D) Data Processing. During the Operational Period, Data will be processed as follows:

(1) All Data will be stored on the LPR Camera Traffic Safety System;

(2) The LPR Camera Traffic Safety System will process Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Officer;

(3) The LPR Camera Traffic Safety System will be accessible by the Authorized Officer through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high speed Internet connection and a web browser;

(4) Flock Safety will provide the Authorized Officer with access to the LPR Camera

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Traffic Safety System for the purposes of reviewing the pre-processed Data within seven (7) days of the gathering of the Data from the applicable Designated Intersection Approaches;

(5) Flock Safety will permit the Authorized Officer to generate monthly reports using the Flock Safety Standard Report System without cost to the City; and

(6) During the term of this Addendum, Flock Safety will provide without cost to the City such training to police personnel as will be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the City with respect to the LPR Camera Traffic Safety Program.

(E) Other Rights and Obligations. During the Term, in addition to all of the other rights and obligations set forth in this Addendum, Flock Safety and the City will have the respective rights and obligations set forth on Exhibit E attached hereto.

(F) Change Orders. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Addendum by providing written notice thereof to Flock Safety, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Flock Safety's receipt of a Change Order Notice, Flock Safety will deliver a written statement describing the effect, if any, the proposed changes would have on the pricing terms set forth in Exhibit D (the "Change Order Proposal") which Change Order Proposal will include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City's receipt of the Change Order Proposal, the parties will negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches or the addition of Intersection Approaches to be covered by the terms of this Addendum, to the maximum extent applicable, the pricing terms set forth in Exhibit D will govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes will not be deemed to be a breach of this Addendum, and any disagreement will be resolved in accordance with Article 8.

ARTICLE 2
LICENSE; RESERVATION OF RIGHTS

2.1 License. Subject to the terms and conditions of this Addendum, Flock Safety hereby grants the City, and the City hereby accepts from Flock Safety upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Addendum, (a) to, solely within the City access and use the LPR Camera Traffic Safety System for the sole purpose of reviewing Vehicle Identifying Marketers pursuant to the terms of this Addendum, and to print copies of any content posted on the LPR Camera Traffic Safety System in connection therewith, (b) to use and display the Flock Safety Marks on or in marketing, public awareness or education, or other publications or materials relating to the LPR Camera Traffic Safety Program, so long as any and all such publications or materials are approved in advance by Flock Safety, and (c) if the City chooses to do so, to disclose to the public (including outside of the City) that Flock Safety is providing services to the City in connection with LPR Camera Traffic Safety Program pursuant to the terms of this Addendum.

2.2 Reservation of Rights. The City hereby acknowledges and agrees that: (a) Flock Safety is

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the sole and exclusive owner of the Flock Safety LPR Camera System, the Flock Safety Marks, all Intellectual Property arising from or relating to the Flock Safety LPR Camera System, and any and all related Equipment, (b) the City neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Addendum, and (c) by reason of the exercise of any such rights or interests of the City pursuant to this Addendum, the City will gain no additional right, title or interest therein.

2.3 Restricted Use. The City hereby covenants and agrees that it will not (a) make any modifications to the Flock Safety LPR Camera System, including but not limited to any Equipment, (b) alter, remove or tamper with any Flock Safety Marks, (c) use any of the Flock Safety Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Flock Safety therein, (d) use any trademarks or other marks other than the Flock Safety Marks in connection with the City's use of the LPR Camera Traffic Safety System pursuant to the terms of this Addendum without first obtaining the prior consent of Flock Safety, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Flock Safety LPR Camera System, including but not limited to any Equipment, or to any Intellectual Property or Proprietary Property of Flock Safety, or cause any other Person to do any of the foregoing.

2.4 Protection of Rights. Flock Safety will have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Flock Safety, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Flock Safety Marks, the filing of patent applications for any of the Intellectual Property of Flock Safety, and making any other applications or filings with appropriate Governmental Authorities. The City will not take any action to remedy or prevent such infringing activities, and will not in its own name make any registrations or filings with respect to any of the Flock Safety Marks or the Intellectual Property of Flock Safety without the prior written consent of Flock Safety.

2.5 Infringing Use. The City will give Flock Safety prompt written notice of any action or claim, whether threatened or pending, against the City alleging that the Flock Safety Marks, or any other Intellectual Property of Flock Safety, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the City will render to Flock Safety such reasonable cooperation and assistance as is reasonably requested by Flock Safety in the defense thereof provided, that Flock Safety will reimburse the City for any reasonable costs incurred in providing such cooperation and assistance If such a claim is made and Flock Safety determines, in the exercise of its sole discretion, that an infringement may exist, Flock Safety will have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Flock Safety Representations and Warranties.

(A) Authority. Flock Safety hereby warrants and represents that it has all right, power and authority to execute and deliver this Addendum and perform its obligations hereunder.

(B) Professional Services. Flock Safety hereby warrants and represents that any and all services provided by Flock Safety pursuant to this Addendum will be performed in a professional and workmanlike manner and, with respect to the installation of the Flock Safety LPR Camera System, subject to applicable law, in compliance with all specifications provided to Flock Safety by the City.

3.2 City Representations and Warranties.

(A) Authority. The City hereby warrants and represents that it has all right, power and authority to execute and deliver this Addendum and perform its obligations hereunder.

(B) Professional Services. The City hereby warrants and represents that any and all services provided by the City pursuant to this Addendum will be performed in a professional and workmanlike manner.

3.3 Limited Warranties. Notwithstanding anything to the contrary set forth herein, Flock Safety does warrant that any of the Designated Intersection Approaches or the LPR Camera Traffic Safety System will operate in the way the City selects for use, or that the operation or use thereof will be uninterrupted. The City hereby acknowledges that the LPR Camera Traffic Safety System may malfunction from time to time, and subject to the terms of this Addendum, Flock Safety will correct any such malfunction in a timely manner and in accordance with the provisions specified in Exhibit C to this Addendum.

ARTICLE 4
TERMINATION

4.1 Termination for Cause. Either party will have the right to terminate this Addendum immediately by written notice to the other if (i) a federal or state statute is enacted to prohibit or substantially change the operation of LPR Camera Traffic Safety Systems; or (ii) the other party commits any breach of any of the provisions of this Addendum which breach is not remedied within sixty (60) calendar days (or within such other time period as the City and Flock Safety will mutually agree, which agreement will not be unreasonably withheld or delayed) after written notice from the non-breaching party setting forth in reasonable detail the events which caused the breach.

4.2 Termination Rights are without Prejudice to Other Rights. The rights to terminate this Addendum given in Section 4.1 will be without prejudice to any other right or remedy of either party in respect of the breach concerned or any other breach of this Addendum.

4.3 Procedures upon Termination. The termination of this Addendum will not relieve either party of any liability that accrued prior to such termination. Except as set forth in this Section 4.3, upon the termination of this Addendum, all of the provisions of this Addendum will terminate and:

(A) Flock Safety will (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the LPR Camera Traffic Safety Program, (ii) promptly deliver to the City any and all Proprietary Property of the City provided to Flock Safety pursuant to this Addendum, (iii) promptly deliver to the City a final invoice stating all fees and charges properly owed by the City to Flock Safety for work performed prior to the termination.

(B) The City will (1) immediately cease using the LPR Camera Traffic Safety Program, accessing the LPR Camera Traffic Safety System and using any other Intellectual Property of Flock Safety, (ii) promptly deliver to Flock Safety any and all Proprietary Property of Flock Safety provided to the City pursuant to this Addendum, and (iii) promptly pay any and all fees, charges and amounts properly owed by the City to Flock Safety for work performed prior to the termination.

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4.4 Equipment to be Removed by Flock Safety upon Termination of Agreement. Unless the City and Flock Safety enter into a new written agreement relating to the LPR Camera Program or have agreed in writing to extend the Term of this Addendum, and except as provided in Section 4.5, Flock Safety will, within 60 days of the effective termination date of this Addendum, and at Flock Safety's sole expense, remove any and all Equipment or other materials of Flock Safety installed in connection with Flock Safety's performance of its obligations under this Addendum, including but not limited to housings, poles and camera systems, and Flock Safety will restore the Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Addendum. If Flock Safety fails to remove the Equipment or other materials of Flock Safety within 60 days of the effective termination date of this Addendum, the Equipment will immediately become the property of the City.

4.5 Ownership of Certain Equipment to be Transferred to the City in the Event of Material Breach by Flock Safety. In the event this Addendum is terminated by the City pursuant to Section 4.1 (ii) hereof by reason of a Material Breach by Flock Safety, upon such termination all equipment installed by Flock Safety at the Designated Intersections will become the property of the City free and clear of all liens and encumbrances, and Flock Safety will take all steps necessary and execute any documents necessary to evidence free and clear ownership of the equipment without encumbrances in the City, including but not limited to bills of sale. In addition, the City will be entitled to pursue any other remedies for a Material Breach to which the City may be entitled.

4.6 Termination for Convenience. 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.

4.7 Survival. Notwithstanding the foregoing, the definitions and each of the following will survive the termination of this Addendum: (a) Section 2.2 (Reservation of Rights), Section 3.1 (Flock Safety Representations and Warranties), Section 3.2 (City Representations and Warranties), Section 3.3 (Limited Warranties), Article 5 (Confidentiality), Article 6 (Indemnification and Liability), Article 7 (Notices), Article 8 (Dispute Resolution), Section 11.1 (Assignment), Section 11.16 (Injunctive Relief; Specific Performance), Section 11.17 (Applicable Law), and Section 11.18 (Jurisdiction and Venue), and (b) those provisions, and the rights and obligations therein, set forth in this Addendum which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Addendum, or must survive to give effect to the provisions of this Addendum.

ARTICLE 5
CONFIDENTIALITY

During the term of this Addendum and for a period of three (3) years thereafter, neither party will disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Addendum or during the Term of this Addendum. Upon termination of this Addendum, each party will return to the other all tangible Confidential Information of such party. Each party will retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records, and specifically including the provisions of the Tennessee Public Records Act, Tenn. Code Ann. §10-7-501, *et seq.*

ARTICLE 6
INDEMNIFICATION AND LIABILITY

6.1 Indemnification by Flock Safety. Any liability of Flock Safety to the City and third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the City under this Addendum will be governed by the applicable tort law

6.2 Liability by City. Any liability of the City to Flock Safety and third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by Flock Safety under this Addendum will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. §29-20-101, *et seq.*

6.3 Indemnification Procedures. In the event any claim, action or demand (a "Claim") in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") will give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure so to give such notice will not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party will have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval will not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Indemnified Party will have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party will have the right to take over the control of the defense or settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The Indemnifying Party and the Indemnified Party will cooperate in the defense or settlement of any Claim, and no party will have the right to enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

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ARTICLE 7
NOTICES

7.1 Notices. Any notices to be given hereunder will be in writing, and will be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one business day after being delivered to a reputable overnight courier service, excluding the US. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

Notices to Flock Safety:

Notices to the City:
Chief of Police
City of Johnson City
P.O. Box 2155
Johnson City, TN 37601

and
City Manager
City of Johnson City
P.O. Box 2150
Johnson City, Tennessee 37601

With a copy to:

City Attorney
City of Johnson City
P.O. Box 2150
Johnson City, Tennessee 37601

ARTICLE 9
MISCELLANEOUS

9.1 Assignment. Neither party may assign all or any portion of this Addendum without the prior written consent of the other, which consent will not be unreasonably withheld or delayed; provided, however, the City hereby acknowledges and agrees that, as outlined in Exhibit F, the execution, delivery and performance of Flock Safety's rights pursuant to this Addendum will require a significant investment by Flock Safety, and that in order to finance such investment, Flock Safety may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The City hereby agrees that Flock Safety will have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Addendum to any Financial Institution in connection with any Financing Transaction between Flock Safety and any such Financial Institution, subject to the City's prior written approval, which approval will not be unreasonably withheld or delayed. The City further acknowledges and agrees that in the event that Flock Safety

provides written notice to the City that it intends to Transfer all or any of Flock Safety's rights pursuant to this Addendum, and in the event that the City fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from Flock Safety, for the purposes of this Addendum, the City will be deemed to have consented to and approved such Transfer by Flock Safety. Notwithstanding the above, this Addendum will inure to the benefit of, and be binding upon, the parties hereto, and their respective successors or assigns.

9.2 Relationship Between Flock Safety and the City. Nothing in this Addendum will create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties will be that of independent contractors, and nothing contained in this Addendum will create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

9.3 Audit Rights. Each of parties hereto will have the right to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the performance of any and all terms of this Addendum and the payments, if any, payable pursuant to this Addendum. Any such audit will be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Addendum, the cost of any such audit will be borne by the non-Audited Party. In the event any such audit establishes any failure to perform under the terms of this Addendum or any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Addendum, the Audited Party will promptly cure such breaches set forth in 4.1 or, if underpayment is established, the Audited Party will promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid payments due under this Addendum by more than twenty five percent (25%) of the amount actually owing, the cost of such audit will be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Addendum, the non-Audited Party will promptly refund to the Audited Party the amount of the excess.

9.4 Force Majeure. Neither party will be liable to the other or be deemed to be in breach of this Addendum for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Flock Safety, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

9.5 Entire Agreement. The contract documents identified in Section 1.1 represent the entire Agreement between the parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties.

9.6 Severability. If any provision of this Addendum is held by any court or other competent authority to be void or unenforceable in whole or part, this Addendum will continue to be valid as to the other provisions thereof and the remainder of the affected provision.

9.7 Waiver. Any waiver by either party of a breach of any provision of this Addendum will not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

9.8 Construction. Except as expressly otherwise provided in this Addendum, this Addendum will be construed as having been fully and completely negotiated and neither this Addendum nor any provision thereof will be construed more strictly against either party, except as set forth in Section 1.1, with regard to conflict between the terms of any documents constituting this Addendum.

9.9 Headings. The headings of the sections contained in this Addendum are included herein for reference purposes only, solely for the convenience of the parties hereto, and will not in any way be deemed to affect the meaning, interpretation or applicability of this Addendum or any term, condition or provision hereof.

9.10 Execution and Counterparts. This Addendum may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and such counterparts together will constitute only one instrument. Any one of such counterparts will be sufficient for the purpose of proving the existence and terms of this Addendum, and no party will be required to produce an original or all of such counterparts in making such proof.

9.11 Covenant of Further Assurances. All parties to this Addendum will, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Addendum.

9.12 Remedies Cumulative. Each and all of the several rights and remedies provided for in this Addendum will be construed as being cumulative and no one of them will be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy will not be deemed to be an election of such remedy, or a waiver of any other remedy.

9.13 Binding Effect. This Addendum will inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.

9.14 Compliance with Laws. Nothing contained in this Addendum will be construed to require the City or its Board of Commissioners to perform any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Addendum and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter will prevail, but in such event the term, condition or provision of this Addendum affected will be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Addendum.

9.15 No Third Party Benefit. Nothing contained in this Addendum will be deemed to confer any right or benefit on any Person who is not a party to this Addendum.

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9.16 Applicable Law. This Addendum will be governed by and construed in all respects solely in accordance with the laws of the State of Tennessee.

9.18 Jurisdiction and Venue. Any dispute arising out of or in connection with this Addendum will be submitted to the exclusive jurisdiction and venue of a court of competent jurisdiction located in the Washington County, Tennessee, and both parties specifically agree to be bound by the jurisdiction and venue thereof.

IN WITNESS WHEREOF, the parties have affixed their respective signatures in duplicate originals as of the day and year first above written.

FLOCK GROUP, INC

BY: John Hunter

ITS: Mayor

CITY OF JOHNSON CITY, TENNESSEE

City Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City/Staff Attorney

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EXHIBIT A
DESIGNATED INTERSECTION APPROACHES

The contract is for the implementation of up to 10 intersections, Identification of enforced intersections will be based on mutual agreement between Flock Safety and the City as warranted by community safety and traffic needs.

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EXHIBIT B
CONSTRUCTION AND INSTALLATION OBLIGATIONS

Timeframe for Installation: Fixed LPR Camera Traffic Safety System.

Flock Safety will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Flock Safety and the City, with the first Designated Intersection Approach to be completed within forty-five (45) days of the full execution of this Agreement by the parties. Flock Safety will submit its intersection drawings for all Designated Intersection Approaches to the City's Engineering Department within forty-five (45) days of the date of this Agreement and Flock Safety will cause the first 5 intersections to be complete and fully operational within thirty days of the approval of the intersection drawings by the City's Engineering Department. The remaining intersections will be completed and fully operational within a commercially reasonable time after the approval of the intersection drawings by the City's Engineering Department.

Flock Safety will use reasonable commercial efforts to install the LPR Camera Traffic Safety System in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

1.1 Flock Safety Obligations. Flock Safety will do or cause to be done each of the following (in each case, unless otherwise stated below, at Flock Safety's sole expense):

(A) Appoint the Flock Safety Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Flock Safety Project Manager:

(B) Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from the City Engineer;

(C) Develop and submit to the City for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required;

(D) Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with City permit applications;

(E) Finalize the acquisition of the Approvals;

(F) Submit to the City a public awareness strategy for the City's consideration and approval, which strategy will include media and educational materials for the City's approval or amendment (the "Awareness Strategy");

(H) Develop the LPR Camera Criteria in consultation with the City;

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(I) Develop the Vehicle Identification Markers Documentation for approval by the City, which approval will not be unreasonably withheld;

(J) Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches in strict compliance with all State and local laws and regulations and subject to the approval of all applicable Governmental Authorities, specifically including the City Engineer (under the supervision of the City);

(K) Cause an electrical subcontractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work will be performed in compliance with all applicable local, state and federal laws and regulations;

(L) Install and test the functionality of the Designated Intersection Approaches with the LPR Camera Traffic Safety System and establish fully operational processing capability with the Flock Safety LPR Camera System;

(M) Implement the use of the LPR Camera Traffic Safety System at each of the Designated Intersection Approaches;

(N) Deliver the Materials, as hereafter defined, to the City;

(O) Flock Safety will provide training (i) for up to fifteen (15) personnel of the City, including but not limited to the persons who the City will appoint as Authorized Officers and other persons involved in the administration of the LPR Camera Traffic Safety Program, (ii) for at least sixteen (16) hours in the aggregate, (iii) regarding the operation of the LPR Camera Traffic Safety System which training will include training with respect to the LPR Camera Traffic Safety System and its operations; and

(P) Provide reasonable public relations resources and media materials to the City in the event that the City elects to conduct a public launch of the LPR Camera Program.

1.2 City Obligations. The City will do or cause to be done each of the following (in each case, unless otherwise stated below, at City's sole expense):

(A) Appoint the Police Project Manager;

(B) Assist Flock Safety in obtaining the Drawings from the relevant Governmental Authorities;

(C) Notify Flock Safety of any specific requirements relating to the construction and installation of Designated Intersection Approaches or the implementation of the LPR Camera Traffic Safety System;

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(D) Provide assistance to Flock Safety in obtaining access to the records data of the Tennessee Department of Motor Vehicles in Flock Safety's capacity as an independent contractor to the City;

(E) Assist Flock Safety in seeking the Approvals;

(F) Provide reasonable access to the City's properties and facilities in order to permit Flock Safety to install and test the functionality of the Designated Intersection Approaches and the LPR Camera Traffic Safety Program;

(G) Provide reasonable access to the personnel of the City and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;

(H) Seek approval or amendment of Awareness Strategy and provide written notice to Flock Safety with respect to the quantity of media and program materials (the "Materials") that the City will require in order to implement the Awareness Strategy during the period commencing on the date on which Flock Safety begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;

(I) Assist Flock Safety in developing the LPR Camera Violation Criteria; and

(J) Review, and if appropriate, approve the Vehicle Identification Makers Documentation.

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EXHIBIT C
MAINTENANCE

1. All repair and maintenance of Flock Safety LPR Camera Traffic Safety Systems and related equipment will be the sole responsibility of Flock Safety, including but not limited to maintaining the casings of the cameras included in the LPR Camera Traffic Safety System and all other Equipment in reasonably clean and graffiti-free condition.

2. Flock Safety will not open the Traffic Signal Controller Boxes without a representative of City Traffic Engineering present.

3. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of Flock Safety.

4. The provision of all necessary electrical services to the Designated Intersection Approaches will be the sole responsibility of City.

5. In the event that images of a quality suitable for the Authorized Officer to identify Vehicle Identification Markers cannot be reasonably obtained without the use of flash units, Flock Safety will provide and install such flash units.

6. The Flock Safety Project Manager (or a reasonable alternate) will be available to the Police Project Manager each day.

7. Flock Safety will repair or replace any defective camera or other Equipment within forty-eight (48) hours.

8. Flock Safety will review the operation of all cameras and equipment at least weekly and will perform a routine schedule of preventive maintenance and cleaning, as required.

9. Flock Safety will maintain maintenance logs which will include the information specified in the Contract Documents, including but not limited to preemptive maintenance, information obtained from remote status checks of each installed camera, information obtained from remote software maintenance and support, inspections, dates and times when inspections are conducted, the name of the Flock Safety technician performing the inspection, results of the inspection, the date of the next scheduled inspection, reason for the inspection, and repair activities.

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EXHIBIT D
ADDITIONAL RIGHTS AND OBLIGATIONS

Flock Safety and the City will respectively have the additional rights and obligations set forth below:

1. Flock Safety will assist the City in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the LPR Camera Traffic Safety Program (actual print and production costs are the sole responsibility of the City).

2. Flock Safety will be solely responsible for the fabrication of any signage, notices or other postings required by the City and pursuant to any ordinance, law, rule or regulation of any Governmental Authority ("Signage"), and the City will assist in determining the placement of such Signage. Flock Safety will be solely responsible for installing such Signage in strict compliance with all State and local laws and regulations, and subject to the approval of all applicable Governmental Authorities, specifically including City Traffic Engineering.

3. The Flock Safety Project Manager and the Police Project Manager will meet on a weekly basis during the period commencing as of the date of execution hereof and ending on the Installation Date, and on a monthly basis for the remainder of the Term, at such times and places as the Flock Safety Manager and the Police Project Manager will mutually agree. The Flock Safety Manager and the Police Project Manager may meet telephonically.

4. The City will not access the LPR Camera System or use the LPR Camera Traffic Safety Program in any manner other than prescribed by law or this Agreement, or which could damage, disable, impair or overburden the LPR Camera Traffic Safety System or the LPR Camera Traffic Safety Program, and the City will not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Flock Safety LPR Camera System, or (iii) any materials or information not intentionally made available by Flock Safety to the City by means of hacking, password mining or any other method whatsoever, nor will the City cause any other Person to do any of the foregoing.

5. The City will maintain the confidentiality of any username, password or other process or device for accessing the LPR Camera Traffic Safety System.

6. The City will promptly reimburse Flock Safety for the cost of repairing or replacing any portion of the Flock Safety LPR Camera System, or any property or equipment related thereto, damaged by the City, or any of its employees, contractors or agents.

Insurance. During the Term, Flock Safety will procure and maintain at Flock Safety's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Flock Safety, and each of Flock Safety's subcontractors, agents, representatives and employees:

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1. Commercial General Liability Insurance. Commercial General Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage and a Per Project General Aggregate Limit.

2. Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury or property damage, including but not limited to coverage for all automobiles owned by Flock Safety, hired by Flock Safety, and owned by third parties.

3. Professional Liability (Errors and Omissions) Insurance. Professional Liability (Errors and Omissions) Insurance with coverage of not less than One Million Dollars ($1,000,000) per occurrence and in the aggregate.

4. Umbrella Liability Insurance. Umbrella Liability Insurance with coverage of not less than Ten Million Dollars ($10,000,000) per occurrence and in the aggregate.

5. Network Privacy/Cyber Liability Insurance. Network Privacy/Cyber Liability Insurance with coverage of not less than Five Million Dollars ($5,000,000) per occurrence and in the aggregate.

6. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than the limits required by the State of Tennessee, and Employer's Liability Insurance with coverage of not less than One Million Dollars ($1,000,000) per occurrence.

7. Notice of cancellation, non-renewal or material change in coverage shall be provided to the City at least 30 days prior to action. Notification for Workers' Compensation and/or non-payment of premium may be ten (10) days prior to action.

8. All insurance will be issued by insurance companies with an AM Best rating of "A" or better or its equivalent and must be authorized to do business in the State of Tennessee. If any insurer which has issued a policy of insurance required pursuant to this Agreement becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, Flock Safety will, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

9. The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Workers' Compensation and Professional Liability and the Certificate of Insurance or certified policy, if requested, must so state. Policies must contain policy language and/or endorsements providing additional insured status for ongoing and completed operations.

10. The following definition of the term "City" applies to all policies issued under the Agreement: "The City of Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the City of Johnson City, Dept. of Education (A.K.A. "Johnson City Schools").

11. The insurance coverage procured by Flock Safety and described above will be the primary insurance with respect to the City in connection with this Agreement, and any insurance or self-insurance maintained by the City will be in excess, and not in contribution to, such insurance.

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12. Any failure to comply with the reporting provisions of the various insurance policies described above will not affect the coverage provided to the City and such insurance policies will state that such insurance coverage will apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.

13. Flock Safety will provide Certificates of Insurance evidencing the insurance required and policy language and/or endorsements providing additional insured status required pursuant to the terms of this Agreement, which certificates will be executed by an authorized representative of the applicable insurer, and which certificates will be delivered to the City prior to Flock Safety commencing any work pursuant to the terms of this Agreement.

14. Certificate Holder shall read City of Johnson City, Tennessee, attention Purchasing, P.O. Box 2150, Johnson City, Tennessee 37605. Email purchasing@johnsoncitytn.org.

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EXHIBIT E
FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent, dated as of the ___ day of_____ 2025, is entered into by and between the City of Johnson City (the "City") and Flock Group Inc., ("Flock Safety"), with reference to the Agreement LPR Camera Traffic Safety Program, dated as of the _____ day of _____, 2025 by and between the City and Flock Safety.

1. Flock Safety has entered into a Lease Agreement, dated as of _____ with _____ (the "_____"), pursuant to which the _____ shall provide non-exclusive and uninterrupted access to certain property owned by _____ for the installation and maintenance of LPR Camera Traffic Safety System in order to perform its obligations to the City under the Agreement.

2. Flock Safety has entered into a Lease Agreement, dated as of _____ with _____ (the "_____"), pursuant to which the _____ shall provide non-exclusive and uninterrupted access to certain property owned by _____ for the installation and maintenance of LPR Camera Traffic Safety System in order to perform its obligations to the City under the Agreement.

3. Flock Safety has entered into a Lease Agreement, dated as of _____ with _____ (the "_____"), pursuant to which the _____ shall provide non-exclusive and uninterrupted access to certain property owned by _____ for the installation and maintenance of LPR Camera Traffic Safety System in order to perform its obligations to the City under the Agreement.

IN WITNESS WHEREOF, the City and Flock Safety have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

CITY OF JOHNSON CITY, TENNESSEE

By: _____

Name: John Hunter

Title: Mayor

FLOCK GROUP, INC

Signed by:
By: _____
1024FAF1F68A40F...

Dan Haley
Name: _____

Title: Chief Legal Officer

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Flock Safety + TN - Johnson City PD

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

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

flock safety

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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 - Johnson City PD	Initial Term:	120 Months
Legal Entity Name:	TN - Johnson City PD	Renewal Term:	24 Months
Accounts Payable Email:	madams@johnsoncitytn.org	Payment Terms:	Net 30
Address:	601 E Main St Johnson City, Tennessee 37601	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$813,377.00**
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety Flock OS			
Enhanced LPR Upgrade	Included	1	Included
FlockOS Premium Solution	Included	1	Included
FlockOS Premium	Included	1	Included
Flock911	Included	1	Included
Flock Safety Bundles			
Flock Safety - Safe City	Included	1	Included
Flock Safety - Multi-Year Discount	Included	1	Included
Flock Safety - Multi-Year Discount	Included	1	Included
Flock Safety - Multi-Year Discount	Included	1	Included
Flock Safety - Multi-Year Discount	Included	1	Included
Flock Safety - Multi-Year Discount	Included	1	Included
Flock Safety - Multi-Year Discount	Included	1	Included
Flock Safety - Multi-Year Discount	Included	1	Included
Flock Safety - Multi-Year Discount	Included	1	Included
Flock Safety - Multi-Year Discount	Included	1	Included
Flock Safety - Multi-Year Discount	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	145	Included
Flock Safety Video Products			
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	145	Included

Flock Mobile Security Trailer - Subscription	Included	2	Included
Community Partnership Video Camera	Included	12	Included
Video Integration Gateway 2.0 - 16 Streams, fka Wing	Included	12	Included
Flock Safety Video Integration VMS, fka Wing	Included	1,000	Included
Flock Safety Audio Products			
Flock Safety Gunshot Detection - 1mi, fka Raven	Included	2	Included
Flock Safety Gunshot Detection - 1.2mi, fka Raven	Included	1	Included
Flock Safety Platform Add Ons			
Traffic Analytics Package	Included	1	Included
Flock Safety Platform - FreeForm Add-On	Included	1	Included
Flock Nova - Customer Data	Included	1	Included
Flock Nova - OSINT Data	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$0.00	145	$0.00
Video Camera Professional Services - Standard Implementation Fee	$0.00	145	$0.00
Video Camera Professional Services - Standard Implementation Fee	$0.00	12	$0.00
Professional Services - Video Integration Gateway Implementation Fee	$0.00	12	$0.00
Professional Services - Flock911 Implementation Fee	$0.00	1	$0.00

Subtotal Year 1:	$813,377.00
Annual Recurring Subtotal:	$813,377.00
Discounts:	$533,096.00
Estimated Tax:	$0.00
Contract Total:	$8,133,770.00

*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.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:
• OMNIA Contract #RS250203 Customer shall have the right to terminate this Agreement without penalty or fees if the project is not approved and funded by the Customer on or before August 31, 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)

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Year 1	
At Contract Signing	$813,377.00
Annual Recurring after Year 1	$813,377.00
Contract Total	$8,133,770.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$703,280.00
Flock Safety Add-ons	$63,950.00
Flock Safety Professional Services	$219,000.00

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Product and Services Description

Flock Safety Platform Items	Product Description
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.
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community
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.
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 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
Traffic Analytics Package	
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 Safety Gunshot Detection - 1mi, fka Raven	Gunshot detection - 1 square mile of coverage. Number of units deployed depends on geography and density of area. Gunshot detection is license by coverage area, not number of units.
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.
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.
FlockOS Premium Solution	FlockOS Premium Solution
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.
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	
Professional Services - Flock911 Implementation Fee	One-time Professional Services engagement to set up Flock911.
Flock Safety - Safe City	Flock Safety - Safe City
Flock Safety Video Integration VMS, fka Wing	
Flock Safety - Multi-Year Discount	Flock Safety - Mutli-Year Discount
Flock Safety - Multi-Year Discount	Flock Safety - Mutli-Year Discount
Flock Safety - Multi-Year Discount	Flock Safety - Mutli-Year Discount
Flock Safety - Multi-Year Discount	Flock Safety - Mutli-Year Discount
Flock Safety - Multi-Year Discount	Flock Safety - Mutli-Year Discount
Flock Safety - Multi-Year Discount	Flock Safety - Mutli-Year Discount
Flock Safety - Multi-Year Discount	Flock Safety - Mutli-Year Discount
Flock Safety - Multi-Year Discount	Flock Safety - Mutli-Year Discount

Flock Safety - Multi-Year Discount	Flock Safety - Multi-Year Discount
Flock Safety - Multi-Year Discount	Flock Safety - Multi-Year Discount
Flock Safety Gunshot Detection - 1 2mi. fka Raven	Gunshot detection - 1 2 mile of coverage. Number of units deployed depends on geography and density of area. Gunshot detection is license by coverage area, not number of units

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.
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety 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.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
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.
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.
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 RTF 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.

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TRAILER AS A SERVICE PROGRAM FOR FLOCK SAFETY MOBILE SECURITY TRAILERS

WHEREAS, Customer has an interest in employing a public safety device to assist with deterring criminal activity and to assist with certain public safety investigations, to the extent permitted by law;

WHEREAS, Flock Safety offers a mobile security deterrence package to be considered part of the ("**Flock Services**");

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

1. GENERAL TERMS OF DELIVERY AND SERVICE.

1.1 Mobile Security Trailer Deterrence Package. By executing this document, the Customer hereby agrees to utilize a mobile security trailer deterrence package, an infrastructure-free public safety solution designed to provide a public safety presence to deter crime while capturing evidence for potential criminal investigation (**"Flock Safety Mobile Security Trailer"**). The Flock Safety Mobile Security Trailer shall include certain agreed-upon trailer hardware ("**Trailer Hardware**"), integrated Flock Hardware, and other key features as listed and agreed upon in the Order Form including access to the FlockOS® software.

1.2 Delivery. The delivery of the Flock Safety Mobile Security Trailer shall be made at the location as specified in the relevant sales order or as otherwise agreed upon in writing by the Parties. **("Delivery Point")**. Delivery of the Flock Safety Mobile Security Trailer to the agreed-upon Delivery Point shall be entirely at Flock's (as defined below) risk and expense. The sales order shall include the shipping terms, all required business information of the Customer, the shipping address, and if applicable, the shipment address of the certificate of origin related to an order **("Sales Order")**. If for any reason the Customer fails to accept delivery of the Flock Safety Mobile Security Trailer in accordance with the terms provided in the Sales Order, or if delivery of the Flock Safety Mobile Security Trailer cannot be completed at the Delivery Point within a reasonable time after the delivery date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate instructions, documents, or authorizations: (i) Customer shall bear the risk of loss to the Flock Safety Mobile Security Trailer; and (ii) the Flock Safety Mobile Security Trailer shall be deemed to have been delivered. Once the Flock Safety Mobile Security Trailer is made available at the Delivery Point, Customer is responsible for any resulting use of the Flock Safety Mobile Security Trailer by all Authorized Users and all third parties who may gain access to the same. In the event that Customer disassembles the Flock Safety Mobile Security Trailer for any reason, Flock shall bear no responsibility for reassembly.

1.3 Trailer Hardware. The Parties hereby acknowledge and agree that: **A)** Flock Safety expressly disclaims any implied warranty as to the fitness for a particular purpose and any other warranties, implied or otherwise, related to the Trailer Hardware; **B)** Flock Safety shall maintain full ownership of the Trailer Hardware and the Trailer Hardware shall be subject to the terms and conditions set forth in the Agreement; and **C)** The Customer shall be responsible for providing Flock Safety with prompt written notice requesting warranty claim support within a commercially reasonable amount of time from when the Customer has actual or constructive knowledge of the need for support and/or maintenance; **D)** Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Trailer Hardware; and **E)** any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

1.4 Flock Hardware. The Parties hereby agree and acknowledge that: **A)** Flock Safety Hardware as listed and agreed upon under the Order Form shall be subject to the terms and conditions set forth in the Agreement; **B)** Flock Safety maintains ownership of all the Flock Hardware; **C)** Flock Safety shall be fully responsible for supporting the hardware and software components related to the Flock Hardware including but not limited to

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troubleshooting, warranty claim support, and other related or corresponding activities as set forth in the Agreement; **D)** Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Flock Hardware; and **E)** any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

1.5 Risk of Loss. 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 Safety Mobile Security Trailer.

2. FLOCK SAFETY FEES. The Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form.

3. TERM. Unless otherwise indicated on the Order Form, the term of this Addendum shall be deemed to have commenced as of the Effective Date of the Agreement and shall continue until terminated as provided under the Agreement (the **"Term"**).

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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. As well as the Prepared911 Terms and Conditions, available at https://www.prepared911.com/prepared-live-terms-and-conditions.

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

FLOCK GROUP, INC.

By: Signed by: 1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal Officer

Date: 7/30/2025

Customer: TN - Johnson City PD

By:

Name: John Hunter

Title: Mayor

Date: 7-29-25

PO Number:

REGION 4

To: Rodney Watson, Ph.D.
Executive Director

From: Adam Tabor, MBA, RTSBA
Director, Procurement

Date: February 25, 2025

Re: Weapons and Threat Detection Equipment, Services, and Other Solutions; RFP #25-02

The Evaluation Committee has reviewed the responses and recommend that the following companies be awarded:

- Athena Security, Inc.
- Bluum USA, Inc.
- Flock Group, Inc. dba Flock Safety
- Genetec, Inc.
- School Specialty, LLC
- Verkada, Inc.

The recommended vendors submitted offers that were determined to be most advantageous to OMNIA Partners, Public Sector members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of OMNIA Partners, Public Sector members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.

REGION 4

To: Board of Directors

From: Jorgannie Carter

Date: February 25, 2025

Subject: Recommendation of Contract Award

Region 4 ESC held an RFP opening on November 21, 2024, for RFP # 25-02 Weapons Detection Screening System. There were seven (7) proposals submitted:

- Athena Security, Inc.
- Bluum USA, Inc.
- DOWLEY SECURITY SYSTEM, LLC
- Flock Group Inc. d/b/a Flock Safety
- Genetec, Inc.
- School Specialty, LLC
- Verkada, Inc.

After careful review of all proposals, the Evaluation Team has determined that six (6) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

CONSIDERATION

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.

RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

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REGION 4

February 25, 2025

Mark Smith
General Counsel and Secretary
Flock Group Inc. d/b/a Flock Safety
1170 Howell Mill Rd. NW, Ste 210
Atlanta, GA 30318
legal@flocksafety.com

Re: Award of Contract # R250203

Dear Mark Smith:

Per official action taken by the Board of Directors of Region 4 Education Service Center on February 25, 2025, we are pleased to announce that Flock Group Inc. d/b/a Flock Safety has been awarded a (3) three-year contract for the following, based on the online proposal RFP# R250203 opened on November 21, 2024:

Commodity/Service	**Supplier**
Weapons Detection Screening System	Flock Group Inc. d/b/a Flock Safety

This contract is effective April 1, 2025, and will expire on March 31, 2028. As indicated above, your contract number is R250203. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC and Flock Group Inc. d/b/a Flock Safety.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact our Procurement Department at 713-462-7708 or questions@esc4.net.

Sincerely,

Signed by:
Adam Tabor
A5A9F62707BB46B...
Adam Tabor
Procurement Director

Contract	Vendor	Term of Contract
Weapons Detection Screening System	Athena Security, Inc. Bluum USA, Inc. Flock Group Inc. d/b/a Flock Safety Genetec, Inc. School Specialty, LLC Verkada, Inc.	Three (3) years with the option of two (2) one-year renewals

Support documentation has been attached for your reference.
Enclosure: Bid Tab Summary

Weapons and Threat Detection Equipment, Services and Other Solutions
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 25-02

RFP Issued: October 10, 2024

Pre-Proposal Date: October 31, 2024 10:00 AM

Response Due Date: November 21, 2024 2:00 PM

Proposals Received: 7

Awarded to:

Athena Security, Inc.
Bluum USA, Inc.
Flock Group Inc. d/b/a Flock Safety
Genetec, Inc.
School Specialty, LLC
Verkada Inc.

Region 4 ESC Department of Procurement issued RFP 25-02 on October 10, 2024, to establish a national cooperative contract for Weapons and Threat Detection Equipment, Services and Other Solutions.

The solicitation included cooperative purchasing language in Section II – NATIONAL CONTRACT:

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, RFP Page 3 including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Appendix D, or as otherwise agreed to. Appendix D contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners website
- USA Today, nationwide

- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME
- Houston Chronicle, TX

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On November 21, 2024 proposals were received from the following offerors:

- Athena Security, Inc.
- Dowley Security Systems, Inc.
- Bluum USA, Inc.
- Flock Group Inc. d/b/a Flock Safety
- Genetec, Inc.
- School Specialty, LLC
- Verkada Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Athena Security, Inc., Bluum USA, Inc., Flock Group Inc. d/b/a Flock Safety, Genetec, Inc., School Specialty, LLC, and Verkada Inc. and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Region 4 ESC, OMNIA Partners and Athena Security, Inc., Bluum USA, Inc., Flock Group Inc. d/b/a Flock Safety, Genetec, Inc., School Specialty, LLC, and Verkada Inc. successfully negotiated a contracts, and Region 4 ESC executed the agreements with a contract effective date of April 1, 2025.

Contract includes: Weapons and Threat Detection Equipment, Services and Other Solutions

Term:
The anticipated full term of the contract is five (5) years. The Successful Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may

have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, project agreements, or maintenance agreements executed against resulting Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Successful Offeror(s) and Participating Public Agencies.

The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term.

Pricing/Discount: Discounts range from 5% to 30% of catalog prices depending on the supplier.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN134017657–GAUWE-24-25x	**CONTACT NAME:** Antonia Rovai **PHONE (A/C, No, Ext):** 415-743-8059 **FAX (A/C, No):** 415-743-8080 **E-MAIL ADDRESS:** Antonia.rovai@marsh.com
INSURED Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW Atlanta, GA 30318	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** The Charter Oak Fire Insurance Company — 25615 **INSURER C :** Homeland Insurance Company Of New York — 34452 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** SEA-004048405-02 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		H-630-9W194831-TIL 24	08/23/2024	10/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		810-6T343696-24-I3-G	08/23/2024	10/23/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y		CUP-6T386924-24-I3	08/23/2024	10/23/2025	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-6T346569-25-I3-G	08/23/2025	11/06/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Errors & Omissions/ Cyber			730000029-0001 SIR: $100,000	08/23/2025	08/23/2026	Limit:		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Johnson City
209 Water Street
Johnson City, TN 37601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN134017657
LOC #: San Francisco

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES	NAMED INSURED Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW. Atlanta, GA 30318
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Carrier will provide notice of cancellation or nonrenewal per below if required by a written contract.

Cancellation For Other Than Nonpayment: Number of Days Notice: 30 days
Cancellation For Nonpayment: Number of Days Notice:10 days
(Nonrenewal): Number of Days Notice 10 days

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To Whom it May Concern,

This letter is to inform you that Travelers is extending the current coverage for Flock Group Inc on the following policies. The new policy expiration date will be 10/23/2025

Commercial Package Program	H-630-9W194831-TIL-24
Automobile	810-6T343696-24-I3-G
Umbrella	CUP-6T386924-24-I3

As a result, all existing coverages and endorsements will remain unchanged during this extension period. All terms, conditions, and benefits outlined in the original policy continue to apply.

In addition, Travelers will be issuing a renewal policy for the Workers Compensation coverage with a policy term of 08/23/2025 – 11/06/2025 and policy number UB-6T346569-25-I3-G

If you have any questions or require further clarification regarding this extension, please do not hesitate to contact me directly at the phone number or email address below.

Thank you,

Josh

Joshua Hansen, CPCU | Account Executive Officer | Technology & Life Sciences

JRHANSEN@travelers.com

Travelers

401 Lennon Lane | Suite 100

Walnut Creek, CA 94598

W: 925.746.3906 | C: 925.239.9413 | F: 855.424.6555

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE – GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

   Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less
B. Who Is An Insured – Unnamed Subsidiaries
C. Who Is An Insured – Employees – Supervisory Positions
D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
G. Blanket Additional Insured – Broad Form Vendors
H. Blanket Additional Insured – Controlling Interest
I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
L. Medical Payments – Increased Limit
M. Blanket Waiver Of Subrogation
N. Contractual Liability – Railroads
O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only:

      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

   For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

   a. A limited liability company;

   b. An organization, other than a partnership, joint venture or limited liability company; or

   c. A trust;

   as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

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agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

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liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

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waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6T346569-25-I3-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy We will not enforce our right against the person or organization named in the Schedule (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.