

**Flock Safety + CA - San Bernardino
County Sheriff's Department**

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

MAIN CONTACT:
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flock safety

flock safety

EXHIBIT B ORDER FORM

Customer: CA - San Bernardino County Sheriffs Dept.
 Legal Entity Name: CA - San Bernardino County Sheriffs Dept.
 Accounts Payable
 Email: BofA-AccountsPayable@sbcscd.org
 Address: 655 East Third Street San Bernardino,
 California 92415

Initial Term: 36 Months
 Renewal Term: 24 Months
 Payment Terms: Net 60

Billing Frequency: Annual Plan - First Year Invoiced After Systems
 Installation and Customer's Acceptance.

Retention Period:	365 Days
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CA DIR No. 1001059057

Hardware and Software Products – Bloomington Area

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$66,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	20	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	20	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	20	\$13,000.00

Subtotal Year 1:	\$79,000.00
Annual Recurring Subtotal:	\$66,000.00
Estimated Tax:	\$0.00
Contract Total:	\$211,000.00

The Term for Flock Hardware shall commence upon installation and validation of all products, 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.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will renew for a renewal term of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**"), upon the written agreement by the Parties.*

Special Term:

By its execution of this Agreement, Flock certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Section 1720 of the California Labor Code states in part: “For purposes of this paragraph, ‘construction’ includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work...” If the Services/Scope of Work are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Flock agrees to fully comply with such Prevailing Wage Laws. Flock shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Flock’s principal place of business and at the project site. Flock will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
After systems installation and acceptance by Customer	\$79,000.00
Annual Recurring (Year 2)	\$66,000.00
Annual Recurring (Year 3)	\$66,000.00
Contract Total	\$211,000.00

*Tax not included

Product and Services Description

FlockOS Features	Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade Falcon camera.

By executing this Order Form, Customer represents and warrants that it has read and agrees with all of the terms and conditions contained in in this Order Form. This Order Form is governed by the terms of the MSA between Flock and Customer.

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

FLOCK GROUP, INC.

Customer: CA - San Bernardino County Sheriff's Department

By: _____

By: _____

Name: Mark Smith

Name: Dawn Rowe

Title: General Counsel

Title: Chair, Board of Supervisors

Date: _____

Date: _____