

Flock Safety + NC - Hendersonville PD

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

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

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:	NC - Hendersonville PD	Initial Term:	12 Months
Legal Entity Name:	NC - Hendersonville PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	630 Ashe Street Hendersonville, North Carolina 28792	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$31,400.00
Flock Safety Bundles			
Dual Solar LPR - Standard Bundle, fka Falcon	Included	3	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	4	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	1	Included
Solar LPR, fka Solar Falcon	Included	6	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	4	\$0.00
Professional Services - Solar Implementation Fee	\$0.00	1	\$0.00
Professional Services - Solar Bundle Implementation Fee	\$0.00	3	\$0.00
Subtotal Year 1:			\$31,400.00
Annual Recurring Subtotal:			\$31,400.00
Discounts:			\$6,050.00
Estimated Tax:			\$2,119.50
Contract Total:			\$31,400.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a **“Renewal Term”**) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

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.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$31,400.00
Annual Recurring after Year 1	\$31,400.00
Contract Total	\$31,400.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$6,050.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Dual Solar LPR - Standard Bundle, fka Falcon	Two solar-powered fixed standard-range LPR cameras on the same pole
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 - Solar 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.
Solar LPR, fka Solar Falcon	Standard range license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle 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 Features & Description

FlockOS Features	Description
------------------	-------------

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

FLOCK GROUP, INC.

Customer: NC - Hendersonville PD

By:

Signed by:

Mark Smith

AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 3/28/2025

By:

Signed by:

Blair Myhand

94D75943FDE940C...

Name: Blair Myhand

Title: Chief of Police

Date: 3/28/2025

PO Number:



THE CITY OF HENDERSONVILLE

160 6TH Avenue East
Hendersonville, NC 28792

(828) 697-3000

STANDARD CONTRACT ADDENDUM

This Addendum is hereby incorporated in and made a part of the attached Agreement titled: _____ . This Addendum together with the attached Agreement hereinafter collectively referred to as the "Contract."

In the event of an ambiguity, inconsistency, or conflict between the terms of the attached Agreement and this Addendum, this Addendum shall govern.

- 1. Sales Tax Affidavit.** With each invoice Contractor shall submit a sales tax affidavit, on a form provided by the Owner, for all sales tax paid in the performance of the portion of the Project represented by the submitted invoice. Contractor shall include with the affidavit all invoices or other documentation necessary to evidence the sales tax paid.
- 2. Governing Law/Venue.** This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
- 3. Governmental Non-Appropriation.** Notwithstanding any other provision of this Contract, the Customer shall not be obligated by any provision of this Contract during any of the City's future fiscal years unless and until the City of Hendersonville City Council appropriates funds for this Contract in the annual budget ordinance for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The City shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.
- 4. E-Verify.** The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.

Finance Director/Deputy (circle one)