

FILED

NOV 07 2024

GALE A. NEULIEB
CITY CLERK
CITY OF MICHIGAN CITY

**Flock Safety + IN - City of Michigan
City**

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

MAIN CONTACT:
Andrew Blanchette
andrew.blanchette@flocksafety.com
224-315-0504

flock safety

BA112
SP-7

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:	IN - City of Michigan City	Initial Term:	24 Months
Legal Entity Name:	IN - City of Michigan City	Renewal Term:	12 Months
Accounts Payable Email:	mcortley@emichigancity.com	Payment Terms:	Net 60
Address:	100 East Michigan Boulevard Michigan City, Indiana 46360	Billing Frequency:	Annual - First Year at Opt-Out.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$90,000.00
Flock Safety LPR Products			
Flock Safety Falcon ® -	Included	30	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			\$14,500.00
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee -	\$0.00	20	\$0.00
Professional Services - Existing Infrastructure Implementation Fee -	\$0.00	10	\$0.00

Subtotal:	\$194,500.00
Included Discounts:	\$14,500.00
Subtotal Year 1:	\$90,000.00
Annual Recurring Subtotal:	\$90,000.00
Estimated Tax:	\$0.00
Contract Total:	\$180,000.00

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.

Opt Out Period - Customer will have a 60 day opt-out period ("Opt-Out Period") after Effective Date to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, except as provided herein, and Customer will pay any invoice(s) for the remainder of the Term within Net 60 days from the date of invoice.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Opt Out Date	\$90,000.00
Annual Recurring after Year 1	\$90,000.00
Contract Total	\$180,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$14,500.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon 360 -	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.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

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

FLOCK GROUP, INC.

Signed by:
By: Mark Smith
ACFC031434C34F3
Name: Mark Smith
Title: General Counsel
Date: 11/6/2024

Customer: IN - City of Michigan City

By: Skylar York
Name: Skylar York
Title: President, Board of Works
Date: 11/4/2024
PO Number: _____