

Flock Safety + CA - Redondo Beach PD

Flock Group Inc.
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flock safety



THIRD AMENDMENT

This Third Amendment (the "Third Amendment") is made between Flock Group Inc., a Delaware corporation ("Flock") and the City of Redondo Beach, a chartered municipal corporation on behalf of the Redondo Beach Police Department ("Customer"), collectively referred to as the ("Parties"). It amends the previously executed agreement between the Parties dated January 19, 2024, as amended by the First Amendment dated October 2, 2024, and the Second Amendment dated December 17, 2024, and any schedules or exhibits attached thereto or incorporated herein by reference (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment will prevail. Any capitalized terms used in this Third Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Third Amendment is effective the date of the last signature below (the "Effective Date")

This Agreement is amended as follows: Any applicable Flock Hardware/Software, Professional Services, and One-Time Purchases listed on the table(s) below are added into the Agreement in its entirety. Any recurring fees added to the Agreement through this Third Amendment will be prorated as of the Effective Date of this Third Amendment. After the current term. Customer shall pay the fees as set forth in the applicable tables pursuant to the terms set forth herein.

Customer:	City of Redondo Beach	Initial Term:	12 Months
Legal Entity Name:	City of Redondo Beach	Renewal Term:	12 Months
Accounts Payable Email:		Payment Terms:	Net 30 from receipt of invoice
Address:	401 Diamond St Redondo Beach, California 90277	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$4,820.08
Flock Safety Bundles			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Bundle Implementation Fee	\$900.00	1	\$900.00

Subtotal Year 1:	\$5,720.08
Annual Recurring Subtotal:	\$4,820.08
Estimated Tax:	\$0.00
Contract Total:	\$5,720.08

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.

TERM AND RENEWAL: Pursuant to Section 7.1 of the Agreement, the automatic renewal of the entire Agreement as amended is subject to the limitation of three (3) successive automatic terms following the Initial Term. All subscriptions under the Agreement and any amendments hereto are twelve months, with automatic renewals occurring annually unless either party provides notice of non-renewal at least thirty (30) days prior to the end of the then-current term, and subject to proration in the last year of the applicable software subscription to align with the Agreement expiration of January 18, 2028 (or earlier upon termination). Fees associated with the additional services described under this Third Amendment shall be prorated for the Initial Term as of the Effective Date and billed annually thereafter during each renewal term.

PAYMENT TERMS: All payments shall adhere to the terms established in the Section 6 of the Agreement. Fees for the Initial Term shall be invoiced on a prorated basis only. Customer shall remit payment in accordance within Net 30 days of its receipt of the invoice. Any adjustments to fees for subsequent renewal terms shall be subject to the sixty (60) day advance notice requirement set forth in the Agreement. For any Flock Hardware requiring self-installation, the applicable service Term shall begin upon execution of this Third Amendment, prorated to align with the original Effective Date (January 19, 2024), unless otherwise agreed. If the Customer purchases more than one type of Flock Hardware, the earliest term start date shall control. For software-only purchases, the Term shall also begin upon execution of this Third Amendment.

The Agreement as amended shall automatically renew for successive one-year terms commencing on the anniversary of the original Effective Date (January 19, 2024), unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Notwithstanding the foregoing, automatic renewals shall be limited to three (3) successive one-year terms following the initial term, such that the Agreement shall expire without further automatic renewal on January 18, 2028 (subject to any prorations or adjustments for added services). After the third renewal term, the Agreement may only be renewed manually via mutual written agreement, of the Parties, with any adjusted fees subject to sixty (60) days' notice.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$5,720.08
Annual Recurring after Year 1	\$4,820.08
Contract Total	\$5,720.08

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS TM -	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 TM technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Long-Range LPR, fka 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. AC Power Only.
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Law enforcement grade bundled standard range license plate recognition camera and live streamed solar powerd fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users. AC power is also available if needed.
Professional Services - 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.
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 Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powerd Fixed 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 provided sim card camera is limited to 25 hours per month of live streaming.

FlockOS Features & Description

FlockOS Features	Description
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By executing this Third Amendment, 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.,
a Delaware corporation

Customer: City of Redondo Beach,
a chartered municipal corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____