

CONTRACT FOR PRODUCTS AND SERVICES

Project Name and Number: License Plate Reader and Gunshot Detection Installation Project	
CONTRACT AMOUNT: \$240,500.00	
CITY	VENDOR
BY: <u>DocuSigned by:</u> 7(1)(b) - Signature Acting City Manager	Flock Group, Inc. 1170 Howell Mill Rd. NW, Unit 210 Atlanta, GA 30318
ATTEST: <u>DocuSigned by:</u> 7(1)(b) - Signature City Clerk	BY: <u>DocuSigned by:</u> 7(1)(b) - Signature
COUNCIL BILL #: 2021-178 DATE APPROVED BY COUNCIL: 12/21/21	Printed Name: Alex Latraverse Print Title: Chief Revenue Officer
Department: Champaign Police Department	Contact: Jon Swenson
APPROVED AS TO FORM: Assistant City Attorney,	<u>DocuSigned by:</u> 7(1)(b) - Signature

1. Definitions

The following terms when used in the contract documents shall be defined as follows:

- (A) "City" – The City of Champaign, Illinois. When the contract is for purchases by Metcad or The Champaign Public Library, the term "City" shall mean "City of Champaign as agent for" the pertinent agency.
- (B) "City Representative" – The person or entity identified in the Invitation to Bid or Request for Proposals, Quotes or Qualifications authorized by the City to act, give and receive information and direct the project on the City's behalf within the scope of the contract terms and the City's ordinances.
- (C) "Construction" – All work on public works involving laborers, workers or mechanics.
- (D) "Contract Documents" – In addition to this document, the "Contract" shall include:
 - (1) The Invitation and Instructions to Bidders or Request for Proposals, Quotes or Qualifications and any addenda;
 - (2) Plans and Specifications and any addenda;
 - (3) Disclosure Affidavit;
 - (4) Affirmative Action Certificate OR Certificate from the Office of Equity, Community and Human Rights (217-403-8830); **APPLICABLE TO THIS CONTRACT**
 - (5) CDAP Utilization/Good Faith Efforts Form **NOT APPLICABLE TO THIS CONTRACT**
 - (6) Completed Bid or Proposal Form;
 - (7) Insurance forms (see Section 16);
 - (8) Performance Bond (see Section 21);
 - (9) Vendor's bid, proposal, scope of work or quote to the extent not inconsistent with all other Contract Documents;
 - (10) Validly executed Change Orders.
 - (11) Addendum A.

In case of conflict, the more specific shall control over the more general.

- (E) "Contract Price" – The total amount payable by the City to the Vendor for the work performed and materials used or provided.

- (F) "Public Work" – All fixed works constructed for public use by any public body, other than work done directly by any public utility company, whether or not done under public supervision or direction, or paid for wholly or in part out of public funds. This includes all projects financed in whole or in part with bonds issued under the Industrial Project Revenue Bond Act (Article 11, Division 74 of the Illinois Municipal Code), the Industrial Building Revenue Bond Act, the Illinois Finance Authority Act, the Illinois Sports Facilities Authority Act, or the Build Illinois Bond Act, and all projects financed in whole or in part with loans or other funds made available pursuant to the Build Illinois Act.
- (G) "Subcontractor" - The person, firm or corporation, other than a Vendor, supplying labor and equipment or labor for work at the site of the project.
- (H) "Vendor" – The person, firm or corporation to whom the contract is awarded by the City, and who is subject to the terms thereof; may also be referred to as "Contractor".
- (I) "Work" – All labor, materials, equipment and services required to be performed by the Vendor under the Contract Documents, including submission of all documents to be submitted by the Vendor.

2. Intent of the Contract Documents

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract Price the cost of all labor and materials, equipment, utilities for which a separate service, other than the City's service lines, is required, transportation and all other expense as may be necessary for the complete performance of the Contract.

In interpreting the Contract Documents, words describing materials or words which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers or the trade.

If there is a direct conflict between the terms of this Contract for Products and Services and the Addendum, the terms of the Contract will supersede the terms of the Addendum.

3. Silence of Specifications

The apparent silence of the specifications as to any detail or apparent omission from it as to a detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best materials or workmanship are to be used.

4. Time

- (A) Beginning Work: The Vendor shall complete the work on or before the time indicated in the Specifications. All work shall be prosecuted in an orderly and diligent manner. The Vendor shall cooperate with and conform to the requests of the City to expedite particular portions of the work where such alteration of the Vendor's operation is deemed advisable by the City. Time is of the essence of this agreement.
- (B) Delays: If the Vendor is delayed in the completion of the work by any act or neglect of the City or by any other Vendor employed by the City, or by strikes, fire, lockouts, unavoidable casualties or any cause beyond the Vendor's control, then the time of completion will be extended for a reasonable time, such reasonable time as the City may decide. The Vendor shall, within two (2) calendar days from the beginning of any such delay, notify the City in writing of the cause of delay. If notice is not provided, the Vendor hereby waives any claim for such a delay. Weather conditions shall not be a justifiable cause for delay.

5. Materials and Workmanship – Quality

- (A) Materials; Grade & Title: Unless otherwise specifically called for in the Specifications, all materials and articles incorporated in the work covered by this Contract shall be new, of the best grade and consistent with the specifications. When called for by the City, the Vendor shall at no cost furnish to the owner for approval full information concerning the materials or articles to be incorporated in the work, including reasonable test results when requested. The Vendor warrants that it has lien free title to all equipment, supplies or materials supplied under the terms of this Contract.
- (B) Workmanship: All work performed shall be performed and accomplished in a first class and workmanlike manner to the satisfaction of the City and in accordance with the best practice standards and standard specifications recognized in the field unless specifically provided for otherwise in the Specifications or approved by the City in writing.
- (C) Hold Harmless – Patents and Copyrights: The Vendor shall defend and hold the City, its officers, agents and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract.

6. Materials and Workmanship – Warranty

- (A) The Vendor warrants that the equipment, materials, articles and workmanship used in the work or performed shall be free from defects, suitable for the particular purpose intended, and merchantable. The Vendor shall correct defective work and replace defective materials at the Vendor's own cost which becomes apparent within one (1) year from the date such defective work or materials should have been reasonably discovered. Any warranty work and materials supplied pursuant to warranty requirements shall be guaranteed for a period of one year from the date the warranty work or material is supplied and, where applicable, installed.
- (B) Nothing contained herein shall prohibit the City from invoking or pursuing all other remedies available in law or equity.

7. Compliance With Law, Notices, Permits

The Vendor shall comply with all applicable Federal and state laws, and local ordinances, rules and regulations as the same exist and may be amended from time to time. Should the Vendor fail to observe the aforementioned laws, ordinances, rules and regulations, and do work at variance therewith, the Vendor shall correct the methods of doing such work without cost to the City, even if such deficiency is discovered after the date of final inspection or payment. The Vendor shall be responsible for obtaining any necessary permits and providing any and all notices required for performance of the work.

8. Cleaning Up

The Vendor shall at all times keep the work-site free from accumulations of waste materials or rubbish caused by the Vendor's employees or the work. At the completion of the work the Vendor shall remove all its rubbish from the site and all its tools, equipment, and surplus materials and shall leave the work clean and ready for use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Vendor.

9. Disposal of Solid Waste

- (A) Should the Vendor or any of its subcontractors discover any suspected hazardous materials as defined by State or Federal law on the work site, Vendor shall immediately cease work, except as necessary to protect the public's health and safety and immediately notify the City of its suspicions. The City shall be responsible for the removal and disposal of hazardous material after it is reported to the City. Should the

Vendor or its subcontractors remove any hazardous material as part of the Contract work, the Vendor shall ensure its disposal in accordance with all applicable laws and provide the City with appropriate documentation of its property disposal. Vendor warrants it has no knowledge of any such hazardous materials as of the date of this agreement.

- (B) Should the Vendor be required to dispose of solid waste as a result of the service performed for the City, the Vendor shall provide the City with proof that the solid waste was legally disposed of prior to payment for work which included such disposal.

10. Accident Prevention

The Vendor shall exercise all reasonable protection at all times for the protection of all persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of the Vendor's fault or negligence in connection with the prosecution of the work.

Termination of this Contract shall not be deemed a waiver of Vendor's responsibility. The Vendor shall observe all safety provisions of applicable laws; and, building and construction codes shall be observed; and, the Vendor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary to protect the City.

11. Subcontractors

- (A) No Contractual Relationship: Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.
- (B) Responsibility of Vendor: The Vendor agrees to be fully responsible to the City for the acts or omissions of its subcontractors and of anyone employed directly or indirectly by the Vendor and/or subcontractors and this Contract obligation shall be in addition to the liability imposed by law upon the Vendor.

12. Inspections, Correction and Rejection

The City shall have the right to reject materials and workmanship that are defective or require correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the premises, both without charge to the City.

13. Inspection After Completion

Should it be considered necessary or advisable by the City at any time before acceptance of the work to make an examination of work already completed by dissembling, removing or tearing out same, the Vendor shall on request promptly furnish all necessary facilities, labor and materials for that purpose and the costs thereof shall be charged to the Vendor if the work was covered prior to inspection by the City.

14. No Waiver by Inspection or Payment

Neither the inspection of or payment for any work or materials provided pursuant to the Contract Documents shall relieve the Vendor of the responsibility for negligence or faulty materials or workmanship to the extent and within the period provided by law or this agreement, whichever is longer, and upon written notice the Vendor shall remove any defects due therefrom and correct the same.

15. Disputes

Any disputes concerning a question of fact arising under this Contract that are not disposed of by agreement between the Vendor and the City Representative shall be decided by the City Manager. The decision of the City Manager or the City Manager's duly authorized representative

for the determination of such decisions shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any proceeding under this clause, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Vendor shall proceed diligently with the performance of the Contract and in accordance with the decision of the City Representative or City Manager, whichever was last issued.

16. Insurance Provisions

During the term of this Contract, at its own cost and expense, the Vendor shall maintain in full force and effect insurance policies as enumerated below. All policies shall be written on an occurrence basis. The City of Champaign and its officers and employees shall be named as an additional insured party on the general liability policy and any umbrella policies if applicable and included as an additional insured on the automobile liability policy. The City's interest as an additional insured party shall be on a primary and non-contributory basis on all policies and should include the following statement on the insurance certificates, "The City of Champaign and its officers and employees are added as additional insured parties on all policies on a primary and non-contributory basis." All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A- VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) form the National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form. The Vendor covenants and agrees that it shall be responsible for workers' compensation insurance for any of the Vendor's employees on a primary basis, even if accidental injury or illness occurs while the Vendor's employee is performing work for the City. At the time of submission of the bid documents, the Vendor shall provide the City with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. Any renewal certificates of insurance shall be automatically provided to the City at least 30 days prior to policy expiration. The Vendor, shall upon request of the City, provide copies of any or all insurance policies.

(A) Workers' Compensation:

- (a) Coverage A: Statutory Limits
- (b) Coverage B: One Hundred Thousand Dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

(B) General Liability:

Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

- (a) Products and completed operations coverage.
- (b) Contractor's Protective coverage.
- (c) Personal Injury Liability coverage

(C) Automobile Liability:

Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

(D) Umbrella Liability policies may be used to satisfy the limits named above.

If a self insured retention or deductible is maintained on any of the policies, the amount of the self insured retention or deductible shall be approved by the City. Such approval shall not be

unreasonably withheld. The Vendor will be held solely responsible for the amount of such deductible and for any co-insurance.

This provision shall not be construed to be a limitation of liability for the Vendor.

17. Indemnity/Hold Harmless

To the fullest extent allowed by law, Vendor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same including costs and attorneys fees, of or by anyone whomsoever, in any way resulting from or arising out of the operations of the Vendor or the Vendor's employees or subcontractors and acts or omissions of employees or agents of Vendor or subcontractors, unless caused solely by the City, its officers or employees. The City shall have the right to estimate the amount of such claims, demands, suits, actions or proceedings for damage or injuries and pay the same, and any amounts so paid shall be deducted from the money due the Vendor under this Contract, and the whole or so much of the money due or to become due the Vendor under this Contract, as may be considered necessary by the City, shall be retained by the City until such claims, demands, suits, actions, or proceedings shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the City.

Insurance coverage specified in these General Conditions shall in no way lessen or limit the liability of Vendor under the terms of the Contract. Vendor shall procure and maintain at the Vendor's own cost and expense, any additional kinds and amounts of insurance that, in the Vendor's own judgment, may be necessary for the Vendor's property protection in the prosecution of the work.

18. Default and Termination

- (A) In the event the Vendor voluntarily petitions for bankruptcy or is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Vendor's insolvency, the City may terminate the Contract immediately by sending written notice to the Vendor.
- (B) In the event that any of the provisions of this Contract are violated by the Vendor or by any of its subcontractors, or the City reasonably believes such violation is likely, the City may serve notice upon the Vendor of intention to terminate unless certain remedial actions are taken. Unless within five (5) calendar days after the serving of such notice upon the Vendor such violation shall cease and/or arrangements satisfactory to the City for correction be made, the Contract shall upon expiration of said five (5) calendar days cease and terminate with no further notice. In the event such default poses a risk or threat to public safety or welfare, the City may terminate the contract immediately by sending written notice to the Vendor.
- (C) The City reserves the right to discontinue or remove goods or services from the Contract at any point, stage, or phase of the scope of services. If the work is discontinued or removed, the Vendor shall be paid for services satisfactorily provided or items satisfactorily delivered in accordance with this Contract.

19. City's Right to Withhold Certain Amounts and Make Application Thereof

In addition to the payments to be retained by the City under the other provisions of these General Conditions, the City may withhold a sufficient amount of any payment otherwise due to the Vendor to cover the following:

- (A) For claims arising in and from the performance of the work on the project under this Contract.

- (B) For defective work not remedied.
- (C) For failure of the Vendor to make proper payments to its subcontractors and suppliers.

The City shall disburse and shall have the right to act as agent for the Vendor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom (including the City). The City will render to the Vendor a proper accounting of all such funds disbursed on behalf of the Vendor.

20. Method of Payment

☒ (A) Payment (If only one payment is allowed.): Payment will be made by the City after complete performance of the Contract in accordance with all provisions thereof and upon subsequent receipt by the City of a properly executed invoice together with waivers of liens from all suppliers and subcontractors. Such invoice shall be accompanied by waivers of liens or the equivalent from suppliers of work or materials stating that such work or materials have been paid for by the Vendor. Such invoice shall be paid by the City within sixty (60) days of its receipt, except for those sums allowed to be withheld pursuant to the Contract. To the extent allowed by law, the Vendor agrees that it shall not attempt to enforce provisions of the Local Government Prompt Payment Act in regards to this Contract.

☐ (B) Payment (If more than one payment is anticipated.):

- (1) The Vendor may submit to the City applications for partial payment for work performed and materials incorporated in the work. Such applications shall be accompanied by waivers of liens or the equivalent from suppliers of work or materials stating that such work or materials have been paid for by the Vendor. By submitting an application for payment, the Vendor warrants that all employees, subcontractors, and materialmen have been paid to date for the labor and materials contained in the application. Only one application for partial payment may be submitted in any thirty (30) day period.
- (2) Not later than sixty (60) days following the submission of the application for payment, the City shall pay the Vendor for the amount of the work contained in the application which has been found by the City to have been actually performed less ten percent (10%) of such amount which shall be retained until final payment, less other deductions authorized to be retained by other sections of these General Conditions.
- (3) After final inspections by the City, the Vendor shall prepare its application for final payment and submit it to the City for its approval. The application for final payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Vendor and be adjusted by the cost of all authorized change orders. Such application shall have attached thereto final lien waivers or the equivalent for all labor and materials incorporated into the work from all persons having supplied labor and materials under this Contract. The City shall pay to the Vendor, not later than sixty (60) days after such application is made, the amount which the City finds to be due and owing less deductions authorized by these General Conditions.
- (4) When the work is substantially completed, the Vendor shall notify the City's Representative that the work will be ready for final inspection on a definite date.
- (5) To the extent allowed by law, the Vendor agrees that it shall not attempt to enforce provisions of the Local Government Prompt Payment Act in regards to this Contract.

21. Performance Bond **APPLICABLE TO THIS CONTRACT**

The Vendor shall not commence work under this Contract until it has obtained and submitted both a Performance Bond and a Labor and Material Payment Bond or a combined Performance and Payment Bond in favor of the City and such bond(s) have been approved by the City. Such bond(s) shall cover such performance, labor and materials used in the work whether by the Vendor or by any subcontractor. Said bond(s) shall remain in full force and effect for the duration of the Contract and during the term of any guarantee or warranty period required by the Contract Documents. The Performance Bond shall be conditioned on the full and faithful performance of the Contract according to its terms and shall be in an amount of ten percent (10%) of the Contract Price.

22. Prevailing Wage Rates **APPLICABLE TO THIS CONTRACT**

- (A) This contract is subject to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq), as amended to date, unless superceded by the Davis-Bacon Act or otherwise stated. The City has adopted the prevailing wage rates established by the Illinois Department of Labor. A copy of the prevailing wage rates as determined by the City of Champaign, Illinois, is available from the City Clerk's Office, City of Champaign, 102 N. Neil Street, Champaign, Illinois, or on the Department of Labor's website at <https://www2.illinois.gov/idol>. The Contractor shall pay its workers not less than the prevailing rates so determined and comply with the Act's requirements, including but not limited to the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on this Contract. The records shall show the actual hourly wages paid to each such person. Should the rates change during the contract period, the Contractor shall pay its workers not less than the rates in effect.
- (B) To the extent it is applicable, the Bidder shall comply with the Federal Davis-Bacon Act rather than the Illinois Prevailing Wage Act referred to above.
- (C) The contracting entity and its subcontractors shall provide to the City of Champaign documentation of their compliance with the Prevailing Wage Act (and Davis-Bacon Act, if applicable). This shall include, but is not limited to, weekly certified payroll reports. All information shall be provided through the electronic web based compliance tracking software utilized by the City. Access to the compliance tracking software will be furnished by the City of Champaign. To activate access, the contracting entity and subcontractors shall contact the City's Project Manager.

23. Veteran's Preference Act and Employment of Illinois Workers on Public Works Act.

The Contractor shall comply with the Veterans Preference Act (330 ILCS 55/1 et seq.) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570-0.01 et seq) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public work.

24. Public Advertising

The Vendor is specifically denied the right of using in any form or medium the name of the City of Champaign for public advertising unless express permission is granted by the City Manager of the City.

25. Additional Payments Not Allowed

No claim for extra payment under this Contract will be allowed on account of strikes, renegotiation of labor contracts or other labor related negotiations, it being agreed by the parties hereto that such matters were foreseeable by the Vendor and taken into account in the submission of its offer.

26. Assignment of Contract

It is mutually understood and agreed that the Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or any part hereof without the written consent of the City Manager. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

27. Human Rights Guarantee Provision and Good Faith Efforts to Achieve Diversity.

- (A) For the purposes of this provision, 'contracting entity' means the legal entity that has signed a Contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the City. The words used herein and the requirements shall be interpreted or have the meaning ascribed to them in the City's Equal Opportunity in Purchasing Ordinance. (See Article IV of Chapter 12.5 of the Champaign Municipal Code, 1985, as amended.)
- (1) Non-Discrimination Pledge. The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The contracting entity shall take good faith affirmative action in accordance with its affirmative action plan which has been submitted to and approved by the City, if a plan is required.
 - (2) Notices. The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the Non-Discrimination Pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the City's notice.
 - (3) Solicitation and Ads for Employment. The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. An advertisement in a publication may state 'This is an Equal Opportunity Employer', which statement shall meet the requirements of this Section.
 - (4) Employment Relations. The contracting entity shall have sent within six (6) months prior to entering into a City contract or shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in Section 2 advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the Non-Discrimination Pledge.
 - (5) Access to Books. The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this Provision.
 - (6) Reports. The contracting entity shall, if requested, provide periodic compliance reports to the City Manager. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this Provision entitled "Human Rights Guarantees".
 - (7) Remedies. In the event that any contracting entity fails to comply with the Non-Discrimination Pledge, affirmative action provisions of the above subsections, or

fails to comply with or make good faith efforts to comply with affirmative action plan or any provision of City, State or Federal law relating to human rights, after the City has provided written notice to the contracting entity with an opportunity to speak to the City Manager or the City Manager's designee relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:

- (i) Cancel, terminate or suspend the contract in whole or in part;
- (ii) Declare the contracting entity ineligible for further contracts for a calendar year;
- (iii) Recover from the contracting entity by set-off against the unpaid portion of the Contract Price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of Fifty Dollars (\$50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity shall fail to comply with these provisions of the contract, as determined by the City Manager, the said sum being fixed and agreed upon by and between the contracting entity and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the City would sustain;
- (iv) Seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

(B) In addition to the above requirements, all contracting entities performing City of Champaign contracts are required, in order to be considered a responsive bidder and throughout the duration of the contract, to demonstrate good faith efforts to meet utilization and workforce participation goals on City contracts. Utilization goals refer to the percentage of work performed by MBE ("Minority Business Enterprise") or WBE ("Woman Business Enterprise") subcontractors on the project. Workforce participation goals refer to the percentage of minority and female individuals employed on a project. Contractors will be required to show that they have met the utilization or workforce participation goals, or that they have made, or commit to making, good faith efforts to reach those goals. The City Manager or his or her designee will determine the sufficiency of a contracting entity's good faith efforts. Sufficiency of good faith efforts may vary depending on the type of contract, the type of products and/or services to be provided, and the duration of the contract.

(1) The following are minimum requirements a contracting entity must meet to demonstrate good faith efforts:

- (i) All contracting entities must submit an Affirmative Action plan as outlined above.
- (ii) All contracting entities must make all reasonable efforts to contact, negotiate, and partner in good faith with qualified MBE and WBE firms listed in the City's current electronic workforce management database for potential subcontracting and/or joint venture opportunities and to employ female and minority employees.
- (iii) All contracting entities must submit a utilization plan that outlines their planned use of MBE and WBE firms as subcontractors or as part of a joint venture, if applicable, and their employment of female and minority employees.

- (2) Other evidence of good faith efforts may include, but is not limited to:
- (i) Providing job training or direct employment opportunities to increase the utilization of women and minorities on City projects.
 - (ii) Attendance at City-sponsored networking events to increase the utilization of MBEs, WBEs, and female and minority workers.
 - (iii) Providing evidence that the contracting entity has met or exceeded the goals established for City projects related to the utilization of MBE and WBE firms and minority and female workers. Evidence may include payroll records or other documents showing the percentage of minority or female workers employed on a project or the percentage of project hours completed by minority and female workers.
 - (iv) Monetary contributions to training and development funds, including the City's training and development fund, or organizations dedicated to encouraging MBE and WBE businesses and minority and female workers.
 - (v) Outreach and recruitment efforts of WBEs and MBEs and female and minority workers.
 - (vi) Packaging requirements, where feasible, into tasks and quantities that encourage maximum participation from MBEs, WBEs, and minority and female workers.
 - (vii) Providing interested and qualified MBEs and WBEs with adequate information about the bidding and request for proposal process, adequate time to respond, and assistance in responding to bid and proposal solicitation.
 - (viii) Assisting interested MBEs and WBEs in obtaining necessary equipment, supplies, and materials to successfully compete for City contracts and subcontracts.
 - (ix) Assisting interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance.
 - (x) Seeking services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as appropriate, to provide assistance in recruiting MBEs, WBEs, and minority and female workers.
 - (xi) If a contracting entity has rejected one or more MBEs or WBEs for a subcontracting or joint venture opportunity, providing supportable reasons for rejection based on a thorough investigation of the business and its qualifications.
 - (xii) All other evidence of good faith efforts that the City Manager or his or her designee deems sufficient to advance the City's goals to encourage minority and female participation in City contracts.
- (3) Contracting entities are required to work cooperatively with the City of Champaign, including with the Office of Equity, Community, and Human Rights, to ensure ongoing compliance with the good faith effort requirement.

(4) Waiver.

(i) Contracting entities that are unable to achieve utilization and workforce participation goals established for City contracts after all reasonable good faith efforts have been exhausted may apply for a waiver.

(ii) Good faith effort requirements may be waived on certain City contracts due to the inability to appropriately apply the requirements in this section as a result of the nature of the contract or project.

(iii) A waiver may be granted at the initiation of a purchase, at the vendor selection phase, or at any time in the contract's term.

(iv) The determination to grant or deny a waiver and the duration of the waiver will be at the sole discretion of the City Manager or his or her designee.

(v) A contracting entity that demonstrates unwillingness to make good faith efforts, or that has demonstrated unwillingness to comply with good faith efforts in past City contracts, will not be eligible for a waiver.

(vi) In order to request a waiver, contracting entities must contact the Office of Equity, Community, and Human Rights, 102 N. Neil St., Champaign, IL, 61820, or by telephone at (217) 403-8830.

(5) Compliance During Term of Contract.

(i) If the City Manager or his or her designee determines that a contracting entity has not made recent and substantial good faith efforts during the term of a contract with the City, and the contracting entity does not have a valid waiver, the City Manager or his or her designee will notify the contracting entity of its non-compliance in writing. The notice will detail the non-compliance and will include information regarding the actions the contracting entity must take to cure the non-compliance.

(ii) The contracting entity will be given ten (10) business days to cure the non-compliance or to provide a response in writing to the City Manager or his or her designee making acceptable arrangements to cure the non-compliance. Acceptable arrangements may include a waiver where the City Manager or his or her designee deems appropriate.

(iii) If the contracting entity fails to cure the non-compliance or to make acceptable arrangements to cure the non-compliance within ten (10) business days, or if the City Manager or his or her designee finds the contracting entity's response insufficient, the City Manager or his or her designee may:

- (a) Cancel, terminate, or suspend the contract in whole or in part;
- (b) Declare the contracting entity ineligible for further contracts for up to one calendar year;
- (c) Require the contracting entity to pay liquidated damages in the amount of fifty dollars (\$50.00) per day for each day the contracting entity was in non-compliance beginning with the original date of the letter of non-compliance; and/or

(d) Pursue other contractual remedies or sanctions allowable by law.

- (C) The Construction Contractor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

END OF DOCUMENT

ADDENDUM A

This Order Form ("Order Form") together with the "Government Agency Customer Agreement" attached hereto shall constitute an addendum to the Contract for Products and Services between the City of Champaign, Illinois ("City") and Flock Group Inc. ("Flock") (each individually referred to as a "**Party**" or collectively referred to as "**Parties**") ("Addendum"). The Contract for Products and Services together with this Addendum shall be collectively referred to as the "Agreement".

ORDER FORM

Customer: City of Champaign	Contact Name: Chief of Police
Address: 102 N. Neil Street, Champaign IL 61820	Phone: (217) 403-6909 E-Mail: jon.swenson@champaignil.gov
Expected Payment Method:	Billing Contact: (if different than above)
Term: 24 Months starting February 28, 2022 ("Service Term"). Renewal Term: None	

Year 1			
Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera (per camera)	\$2,500.00	46	\$115,000.00
Flock Safety Advanced Search software activation for 25-49 Falcons	\$3,600.00	1	\$3,600.00
Implementation (Installation) Fee (Public)	\$150.00	46	\$6,900.00
Raven Promo*	\$0.00	1.3 sq. miles	\$0.00

Year 1 Total **\$125,500.00**

Year 2

Name	Price	QTY	Subtotal
Flock Falcon Camera (per camera)	\$2,500.00	46	\$115,000.00
Flock Safety Advanced Search software activation for 25-49 Falcons			No Charge

Year 2 Total **\$115,000.00**

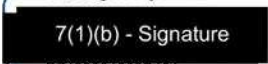
Special Terms:

- ***Raven Promo:** Any new or existing customer who signs a contract for 15+ Falcon ALPR cameras after 10/1/2021 and before 12/31/2021 will receive one (1) FREE square mile of Raven coverage for 12 months with the signing of a 2-year contract. In the case of this Agreement, the City will receive 1.3 square miles of coverage at NO CHARGE. After the FREE initial 12 months of service, should the City choose to have the Raven coverage extended, the City shall be billed standard pricing of \$25,000 per square mile of Raven coverage per year. Should the City choose to have the Raven coverage extended after the initial FREE 12 months, the City shall provide prior written notification to Flock at least thirty (30) days prior to the end of the first year of the Term. If the City fails to notify Flock of Agency's intent to continue said service, the Raven subscription shall terminate at the end of the 12 months free trial period.

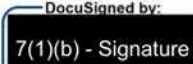
- Should the City choose to extend the Raven coverage beyond the first year of this Agreement, the second-year total will be \$122,500.00 (\$90,000.00 plus \$32,500.00 for the Raven coverage service of 1.3 miles).
- Should the City choose to increase the number of Flock Falcon Cameras at any time during the term of this Agreement, it may do so under the same terms, conditions and price per camera as stated above for the original 46 Flock Falcon Cameras with Flock Safety Advance Search activation.

By executing this Order Form, the City represents and warrants that it has read and agrees to the terms and conditions contained herein.

Flock Group, Inc.

DocuSigned by:
By:  7(1)(b) - Signature
D7432021662B461
Name: Alex Latraverse
Title: Chief Revenue Officer
Date: 3/14/2022

City of Champaign

DocuSigned by:
By:  7(1)(b) - Signature
3B30F27B5F4B4E4
Name: Matthew R. Roeschley
Title: Acting City Manager
Date: 3/15/2022

APPROVED AS TO FORM:

DocuSigned by:
By:  7(1)(b) - Signature
B3D8A295C80D43A
Assistant City Attorney

EXHIBIT A

Statement of Work and Specifications

- 46 Flock Falcon Cameras designed by Flock Group, Inc. that contain the Flock Safety Advance Search technology and as described more fully in the specifications attached hereto in Exhibit B.
- Up to 46 poles if cameras cannot be placed on existing poles. Said supplied poles are more fully in the specifications attached hereto in Exhibit C.
- Raven shot detection sensors
- Installation of 46 Flock Cameras with Advanced Search feature activated. Cameras are to be placed on existing poles or Flock-supplied poles if required.
- Installation of Raven shot detector sensors to adequately cover a 1.3 square mile area as agreed upon by the City and Flock Group, Inc.

EXHIBIT B

CAMERA SPECIFICATIONS

Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)

Data

16GB local storage, ~2 weeks

Image

5MP Image Sensor

Motion

Passive Infrared Motion Detection

Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

Production

Designed & manufactured in the U.S.

Night Vision

850nm Custom IR Array

Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

CAMERA PERFORMANCE

Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

Processing Power

1.4GHz

64-bit quad-core CPU

Image Capture

30-50 ft from vehicles

Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)

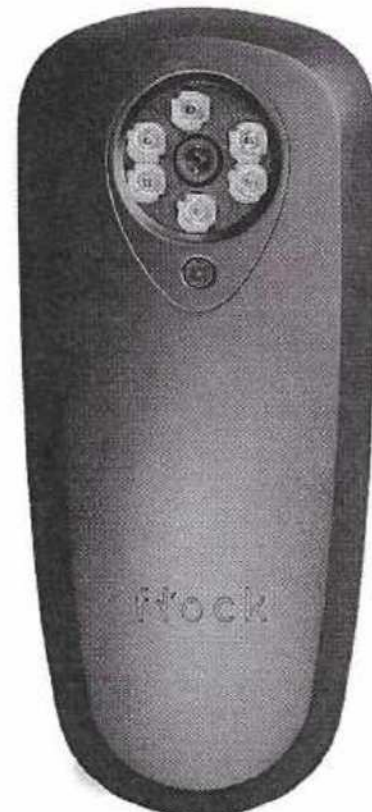
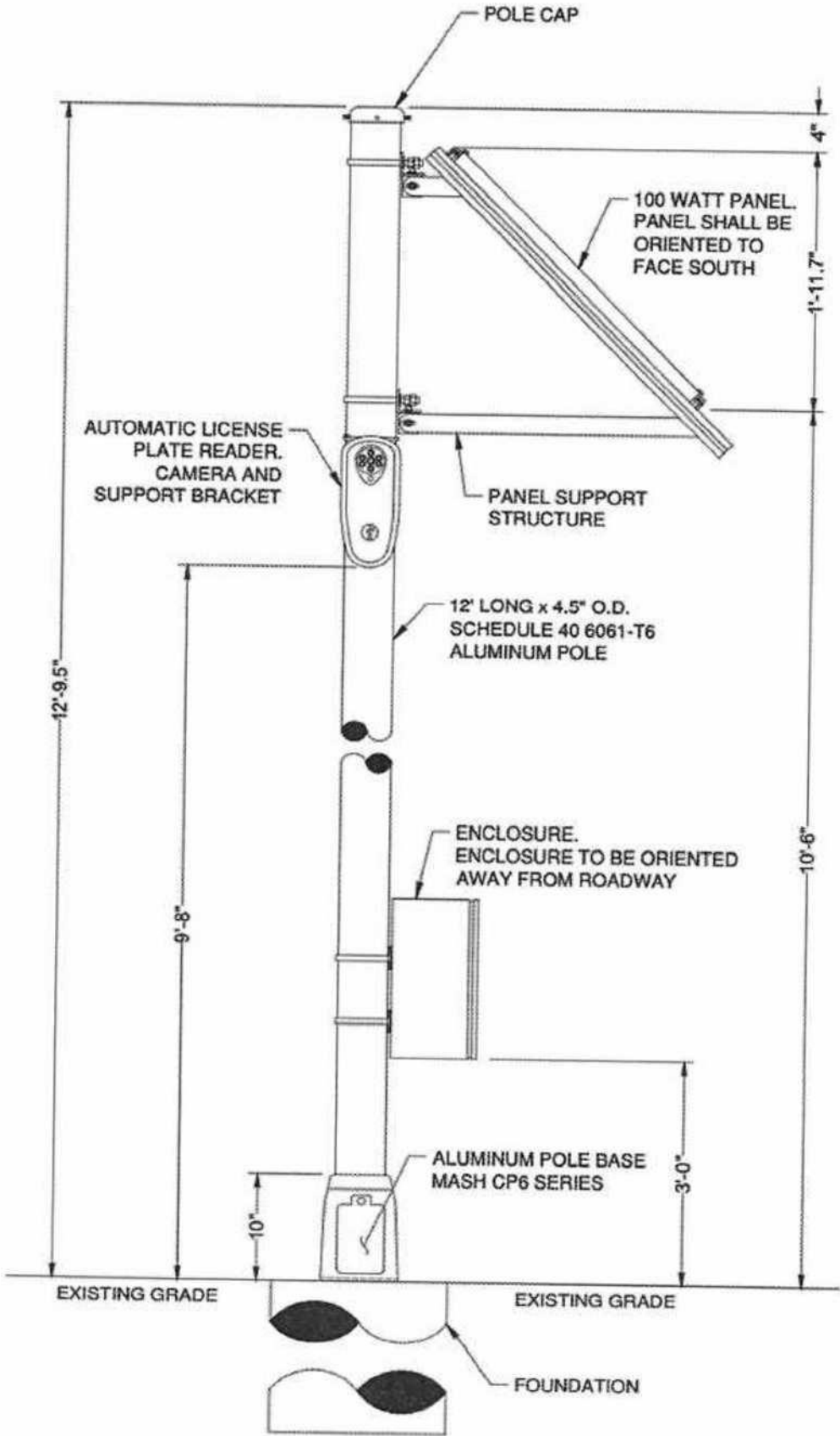


EXHIBIT C



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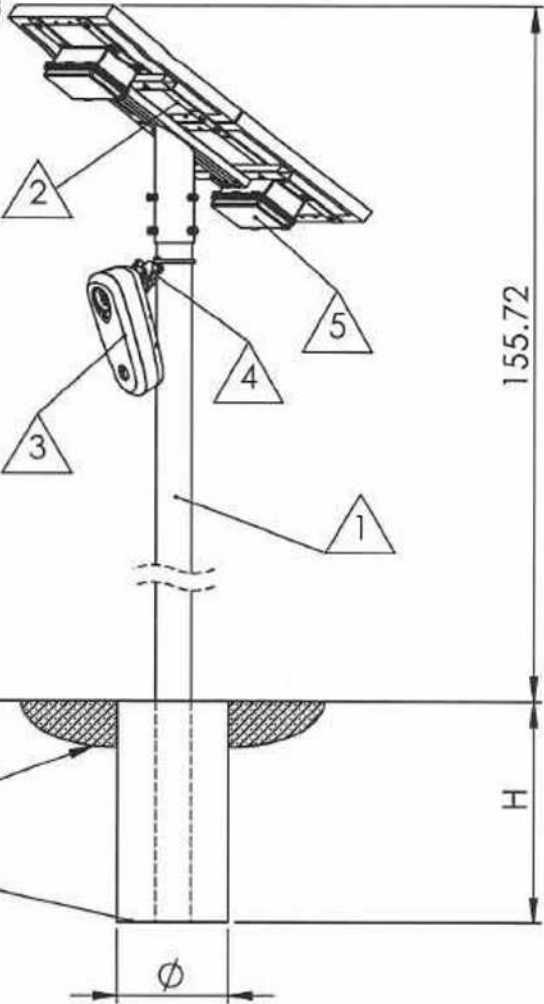
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NOTES:

- 1 POLE IS BREAKAWAY 2.875" (73mm) IN DIAMETER 6063-T52 ALUMINUM WITH WALL THICKNESS .203" (5.16mm) AS PER 12/6/2007 FHWA LETTER.
- 2 THE PANEL ASSEMBLY MAY NOT EXCEED TWO BATTERY PACKS
3. MAX TOTAL WEIGHT OF ASSEMBLY IS 30.8 LBS (13970.63 GRAMS)

REVISION HISTORY			
REV.	DESCRIPTION	DATE	APPROVED
A	INITIAL DRAWING	10/26/2020	

BOM						
Item	Part Number	Part Name	QTY.	MASS (LB)	DIMENSIONS LxWxH (IN)	CROSS-SECTIONAL AREA (FT^2)
1	204-00029	14' BLACK 2-PIECE POLE	1	17	2.9 x 2.9 x 168.0	3.0 (2' FOUNDATION)
2	701-00116	Double Panel - Top Mount	1		21.3 x 28.3 x 10.5	2.1
3	701-0059	Flock Safety Camera	1	3.6	3.3 x 4.3 x 10.5	.3
4	702-0007	RAM Ball Mount & Adapter	1	1.4	N/A	N/A
5	701-00011	Battery Pack	2	4.4	2.8 x 3.9 x 10.8	N/A



FOUNDATION SPECIFICATIONS				
TYPE	V_MAX (MPH)	CAISSON Ø (IN)	CAISSON H (IN)	SOLAR PANEL ELEVATION FROM GRADE (FT MAX)
1*	85	.8	24	12
2	110	12	30	12
3	130	12	36	12
4	150	16	48	12

* STANDARD INSTALLATION SPECIFICATIONS

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FLOCK SAFETY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF FLOCK SAFETY IS PROHIBITED.

		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL: 1/16 ANGULAR: X.X ± 3° X.XX ± 1° DECIMAL: X.X ± .02 X.XX ± .01 X.XXX ± .005		NAME	DATE
		MATERIAL		DRAWN	
		FINISH		CHECKED	
				ENG APPR.	
				MFG APPR.	
				G.A.	
				COMMENTS:	
NEXT ASSY	USED ON				
APPLICATION		DO NOT SCALE DRAWING			

flock safety			
TOP POLE MOUNT - DOUBLE SOLAR PANEL WITH 2 EXTERNAL BATTERIES			
SIZE A	DWG. NO. 905-00005	REV. A	
SCALE: 1:20		SHEET 1 OF 1	

4

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1



U.S. Department
of Transportation
Federal Highway
Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

December 6, 2007

In Reply Refer To:
HSSD/SS-157

Mr. Reinhardt F. Cyphers
Addresses of Distinction, LLC
907 New Franklin Road
LaGrange, GA 30240

Dear Mr. Cyphers:

In your mail correspondence of October 18, 2007, you requested the Federal Highway Administration's (FHWA) acceptance of your company's aluminum tubes as a breakaway sign support. You referenced our acceptance letter SS-28 which reported on small sign support testing conducted in "weak" soil by the Florida Department of Transportation (DOT). In that letter we accepted as breakaway 3 inch (89 mm) diameter, 6061-T6 alloy aluminum tubes of 0.187 inches (4.75 mm) thickness when no more than one sign support was used within a seven foot span. The posts pulled out of the ground partially or completely, allowing the vehicle to gradually come to a stop. The two sign supports that you request to use have: (1) a diameter of 2.875 inches (73 mm) with a wall thickness of 0.203 inches (5.16 mm) and (2) a diameter of 2.375 inches (60 mm) with a wall thickness of 0.154 inches (60 mm). The three sign posts are compared in the following table:

Sign Post	Florida DOT	Addresses of Distinction, LLC	Addresses of Distinction, LLC
Diameter	3.5 in (89 mm)	2.875 inches (73 mm)	2.375 inches (60 mm)
Wall Thickness	0.187 in (4.75 mm)	.203 inches (5.16 mm)	0.154 inches (60 mm)
Alloy	6061-T6	6063-T52	6063-T52
Tensile Strength	45 ksi (310 MPa)	30 ksi (207 MPa)	27ksi (186MPa)
Yield Strength	40 ksi (275 MPa)	25 ksi (173 MPa)	21ksi (145Pa)
Cross Sectional Area	1.951 in ² (1257 mm ²)	1.70 in ² (1099mm ²)	1.70 in ² (1099 mm ²)
Anti-Rotation Hardware	Unknown	Yes	Yes

In addition to the Florida DOT sponsored testing to which you referred, earlier tests of 4 inch (100 mm) diameter thin-walled aluminum tubes were conducted in "strong" soil. These posts, which were fitted with anti-rotation hardware below the ground, fractured upon impact and were found to be crashworthy.

Your company's aluminum tube sign supports are smaller diameter and made of weaker alloy than the posts already found to be crashworthy in either strong or weak soil. Therefore your request regarding the two aluminum tube sizes to be used as sign supports as stated above is acceptable for use on Federal-aid highway projects when requested by a State.

Please note the following standard provisions that apply to FHWA letters of acceptance:

- This acceptance is limited to the crashworthiness characteristics of the devices and does not cover their structural features, nor conformity with the Manual on Uniform Traffic Control Devices.
- Any changes that may adversely influence the crashworthiness of the device will require a new acceptance letter.
- Should the FHWA discover that the qualification testing was flawed, that in-service performance reveals unacceptable safety problems, or that the device being marketed is significantly different from the version that was crash tested, it reserves the right to modify or revoke its acceptance.
- You will be expected to supply potential users with sufficient information on design and installation requirements to ensure proper performance.
You will be expected to certify to potential users that the hardware furnished has essentially the same chemistry, mechanical properties, and geometry as that submitted for acceptance, and that they will meet the crashworthiness requirements of the FHWA and the NCHRP Report 350.
- To prevent misunderstanding by others this letter of acceptance designated as number SS-157 shall not be reproduced except in full. This letter and the test documentation upon which this letter is based, is public information. All such letters and documentation may be reviewed at our office upon request.
- This acceptance letter shall not be construed as authorization or consent by the FHWA to use, manufacture, or sell any patented device for which the applicant is not the patent holder. The acceptance letter is limited to the crashworthiness characteristics of the candidate device, and the FHWA is neither prepared nor required to become involved in issues concerning patent law. Patent issues, if any, are to be resolved by the applicant.

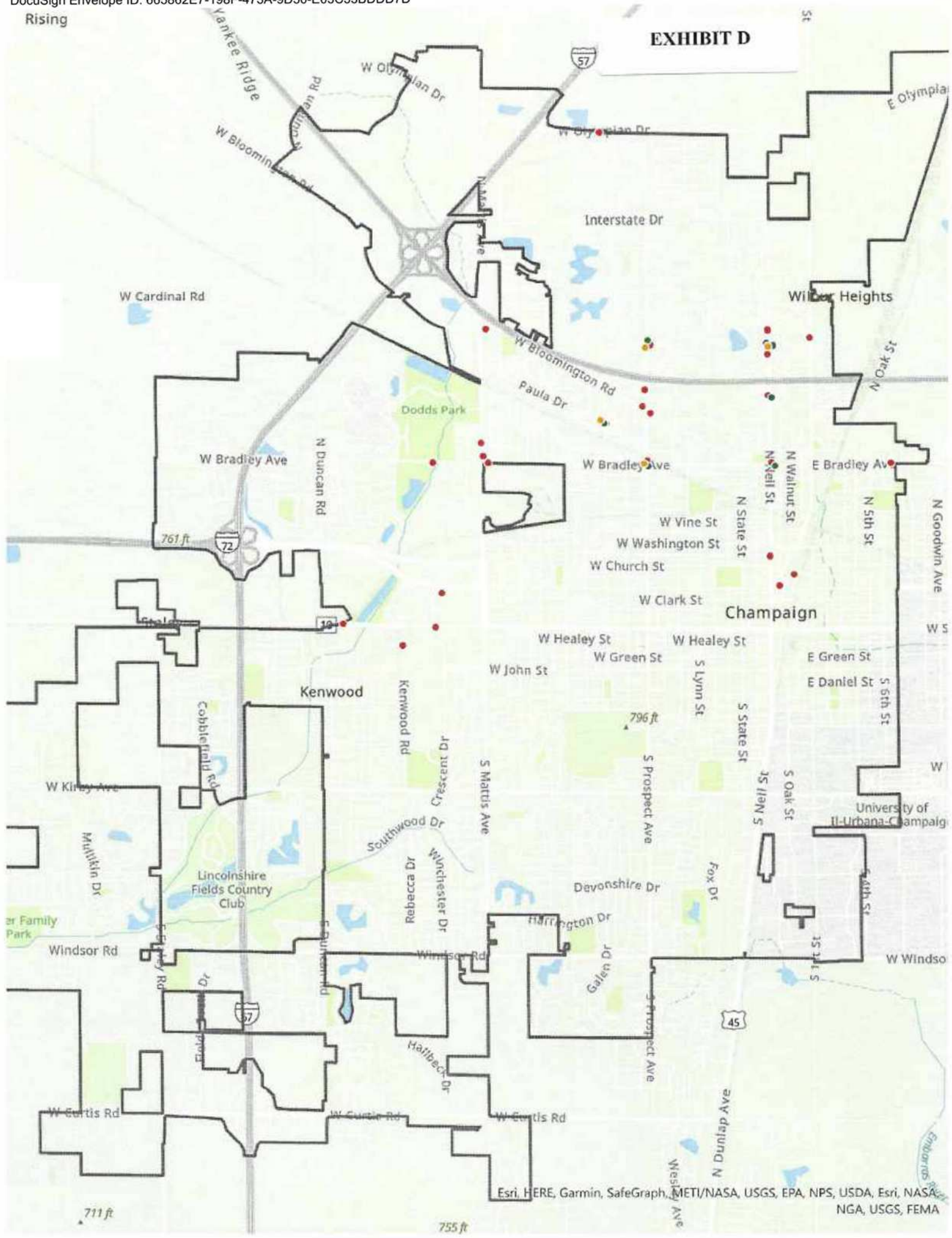
Sincerely yours,



George E. Rice, Jr.
Acting Director, Office of Safety Design
Office of Safety

Rising

EXHIBIT D



- Staley Road, north of Kirby Avenue
- Staley Road, south of Springfield Avenue
- Kirby Avenue, west of Prospect Avenue
- Kirby Avenue, east of Mattis Avenue
- Windsor Road, east of Galen Drive
- Windsor Road, east of Mattis Avenue
- Curtis Road, east of Mattis Avenue
- Curtis Road, east of Duncan Road
- Neil Street, south of St. Mary's Road
- Church Street, east of Country Fair Drive

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement ("**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the City of Champaign, Illinois ("**City**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("**Footage**") and can provide notifications to the City upon the instructions of Non-City End Users ("**Notifications**");

WHEREAS, the City desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-City users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, in accordance with Flock's records retention policy, Footage is stored for no longer than 30 days from the date and time of recording, and therefore the City is responsible for extracting, downloading, and archiving Footage from the Flock System onto its own storage devices in order to retain such Footage beyond the 30th day after Footage is no longer stored; and

WHEREAS, Flock desires to provide the City with the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by the City of Champaign Police Department and archiving for evidence gathering ("**Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and the City agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

- 1.1 "**Authorized End User**" shall mean any individual employees, agents, or contractors of the City whom the City gives its access information to, in order to access or use Flock Service through the Web Interface, and under the rights granted to the City pursuant to this Agreement.
- 1.2 "**City Data**" will mean the data, media and content provided to the City from the Flock Service. For the avoidance of doubt, the City Data will include the Footage, geolocation information (physical location of the camera) and environmental data (i.e. the temperature the processor is operating at) collected by sensors built into the Units.

- 1.3 ***“Documentation”*** will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to the City in accordance with the terms of this Agreement.
- 1.4 ***“Embedded Software”*** will mean the software and/or firmware embedded or preinstalled on the Hardware.
- 1.5 ***“End User”*** will mean an individual who has access to Flock data and is either an *Authorized End User* or a *Non-City End User* as defined herein.
- 1.6 ***“Flock IP”*** will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to the City and/or its Authorized End Users in connection with the foregoing.
- 1.7 ***“Footage”*** means still images or video captured by the Hardware in the course of and provided via the Flock Services.
- 1.8 ***“Hardware”*** shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term *“Hardware”* excludes the Embedded Software.
- 1.9 ***“Installation Services”*** means the services provided by Flock regarding the installation, placement and configuration of the Hardware, pursuant to the Statement of Work attached hereto.
- 1.10 ***“Flock Services”*** means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and the sharing of Footage.
- 1.11 ***“Flock System”*** means any and all parts of Documentation, Embedded Software, Flock IP, Footage, and/or Hardware.
- 1.12 ***“Non-City End User”*** means a Flock’s customer that has elected to give the City access to its data in the Flock System (i.e. a private business or other public entity that is allowing the City access to its data).
- 1.13 ***“Non-City End User Data”*** means the Footage, geolocation data, environmental data and/or Notifications of a Non-City End User.
- 1.14 ***“Unit(s)”*** shall mean the Hardware together with the Embedded Software.
- 1.15 ***“Web Interface”*** means the website(s) or application(s) through which the City and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to the City, a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for the City's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Flock will also provide the City with the Documentation to be used in accessing and using the Flock Services. The City shall be responsible for the acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by the City, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by the City. The City shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to the City and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to the City. SUCH WARRANTIES, AS PROVIDED AND HONORED BY SUCH THIRD PARTIES, ARE THE CITY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, the City agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to the City from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants the City a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or City Hardware; in each case, solely as necessary for City to use Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to the City, a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of Flock Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions. The purpose for use of the equipment, the Flock Services, and the Flock IP is solely to facilitate gathering evidence that could be used in criminal investigations by the City ("**Permitted Purpose**"). Unless ordered by a court of competent jurisdiction, the City will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing. The City acknowledges that nothing in this

Agreement will be construed to grant the City any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Permitted Purpose; (viii) use Flock Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, the City's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and the City acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. The City further acknowledges that Flock retains the right to use the foregoing right, title and interest in the Flock IP and its components for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend the City's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) the City's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) the City or any Authorized End User is using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to the City or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable the City to access the Flock Services (each such suspension, in accordance with this Section 2.6, a "*Service Suspension*").

Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to the City (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that the City or any Authorized End User may incur as a result of a Service Suspension that is a direct result of the City's or an Authorized End User's conduct. To the extent that the service suspension is not caused by the City's or its Authorized End User's direct actions, the expiration of the Term will be tolled by the duration of any suspension for any continuous suspension lasting at least one (1) full day.

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise the City on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and the City must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by the City, a “**Designated Location**”) as set forth in a map attached hereto as Exhibit D. Flock shall have no liability to the City resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to the City’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by the City without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the City and deployment has occurred, any subsequent changes to the location of the Units (“**Reinstalls**”) at the City’s request will incur a charge for said change in location at the then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any new or additional equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Upon the first incident of vandalism to a Unit, Flock shall be responsible for the repair of the damaged Unit. For each Unit that is in need of repair due to a second act of vandalism, the City shall be charged a \$500 repair fee. This fee includes the re-positioning and realignment of the repaired Unit. Repairs or replacements that are necessary due to weather events or accidents are Flock’s responsibility.

Generally, the Units are solar powered. Should the placement of a Unit not be conducive to that Unit being solar powered, Flock will install the Unit and ensure that it is prepared for connection to electrical service. The City is then responsible for bringing power to the Unit and connecting it to the electrical service.

2.7.2 City Installation Obligations. The City agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “**City Installation Obligations**” include, to the extent required by the Deployment Plan, but are not limited to, electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. The City is solely responsible for (i) any permits or associated costs and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing fees, taxes and costs. Without being obligated or taking any responsibility for the foregoing fees, taxes or costs, Flock may pay and invoice related costs to the City if the City did not address them or a third party requires Flock to pay such fees, taxes or costs upon prior consent from the City. The City represents

and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures. Installation shall be considered complete when a Unit's ability to convey usable data has been verified by the parties, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by the City. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. The City can opt out of Flock's access for 3 days for maintenance purposes which would waive Flock's responsibility to ensure such installation was successful. The City understands and agrees that the Flock Services will not function without the Hardware. Necessary labor may be provided by Flock or a third party.

Flock will develop and maintain a "Transparency Portal" for the City. The Transparency Portal will allow some data to be accessible to members of the public and access can be shared through a web link on any of the City's web pages. The Transparency Portal will serve as a hub for information related to the Footage's usage, data retention, and policies related to access to Footage and Data. The Transparency Portal will provide usage statistics, including the number of Units the City uses, and a list of the other law enforcement agencies with whom the City shares information. The Transparency Portal will also provide statistical information concerning reads, alerts, and searches over the previous 30 days and allows users of the Transparency Portal to anonymously run audit logs of the system. As part of the implementation of Flock Service and prior to the City's fee becoming due, Flock will assist the City with the development and launching of the City's Transparency Portal and will maintain the Transparency Portal for the duration of the Agreement.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement at no cost to the City. The City agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should the City default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then the City authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of the City's default and Flock shall have the right to enforce any other legal remedy or right. Should it be determined that through no fault of the City, Flock removed the Hardware or any part thereof, Flock shall reinstall said Hardware and any part thereof at no cost to the City.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for Flock's Services does not contemplate work in any areas that contain hazardous materials or conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the Designated Locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or

rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or condition shall be the responsibility of the City.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise the City on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of Flock Services or may improve the quality of the Footage (*“Monitoring Services”*). The work, its timing, and the fees payable relating to such work shall be agreed to by the Parties prior to any alterations to or changes of the Flock Services or the Designated Locations. Subject to the terms hereof, Flock will provide the City with reasonable technical and on-site support and maintenance services (*“On-Site Services”*) for software issues, in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support, but in no case shall the initial support be more than two (2) business days.

2.10 Special Terms. From time to time, Flock may offer certain “Special Terms” related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

3. CITY’S RESTRICTIONS AND RESPONSIBILITIES

3.1 City Obligations. The City agrees to provide Flock with accurate, complete, and updated registration information. The City may not select as its User ID a name that the City does not have the right to use, or another person’s name with the intent to impersonate that person. The City may not transfer its account to anyone else without prior written permission of Flock. The City will not share its account or password with anyone and will use its best efforts to protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency The City shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use Flock Services. The City will, at its own expense, provide assistance to Flock by means of access to, and use of, the City’s facilities, as well assistance from the City’s personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or Installation Services.

3.2 City Representations and Warranties. The City represents, covenants, and warrants that the City will use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. Although Flock has no obligation to monitor Agency’s use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the *“Receiving Party”*) understands that the other Party (the *“Disclosing Party”*) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as *“Proprietary Information”*

of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of the City includes non-public City Data, Non-City End User Data, and data provided by the City or a Non-City End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of Flock Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, or as required to do so by federal, State or local law, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the Parties' respective rights therein, at all times exercising at least a reasonable level of care. Each Party agrees to restrict access to the Proprietary Information of the other Party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own Proprietary Information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of Flock Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send the City notifications or alerts, such as when a car exits the City's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply to any information that the Receiving Party can document that it (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Addendum will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order

4.2 City and Non-City End User Data. All right, title and interest in the City Data and Non-City End User Data that City has been granted access to, belong to and are retained solely by the City. The City hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the City Data and Non-City End User Data to perform all acts with respect to the City Data and Non-City End User Data as may be necessary for Flock to provide the Flock Services to the City, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the City Data and Non-City End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and the City, the City is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all City Data and Non-City End User Data. As between the City and Non-City End Users that have prescribed access

of Footage to the City, each of the City and Non-City End Users will share all right, title and interest in the Non-City End User Data. This Addendum does not by itself make any Non-City End User Data the sole property or the Proprietary Information of the City. Flock will automatically delete Footage older than 30 days. The City has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Flock will not provide City Data or Non-City End User Data to any third party unless required to do so in accordance with the federal or State of Illinois law, or requested to do so by the City.

4.3 Feedback. If the City provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, the City hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Addendum to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify the City or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of Flock Services and related systems and technologies (including, without limitation, information concerning City Data and data derived therefrom). The City acknowledges that Flock will be compiling anonymized and/or aggregated data based on City Data and Non-City End User Data input into Flock Services (the "**Aggregated Data**"). The City hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance Flock Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay said fees as set forth in the Order Form of this Addendum and in the manner specified in the Contract for Products and Services.

5.2 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.3 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to the City when Non-City End Users intentionally grant access or judicial orders mandate access to Non-City End User Data. No hardware or installation services will be provided to the City. No financial commitment by the City is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock shall immediately notify the City in writing so that the City can address said cause of additional costs. Flock reserves

the right to invoice these costs to the City and the City agrees to pay them, upon prior written notice. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the term of this Agreement shall be for two (2) years ("**Service Term**"). The term of the Agreement commences on the date that all of the units are installed and are able to functionally supply usable data to the City. The representatives of the City shall, upon 100% functionality, certify such fact to Flock in writing. The term commences upon such certification. This Agreement shall not be automatically renewable.

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$150 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 Termination. At any time during the Service Term of the Agreement, the either Party may elect to terminate the Agreement in its entirety. Additionally, should the State of Illinois or the federal government enact legislation that limits the use of the equipment and services that are provided by Flock Services, the City may immediately terminate the Agreement. Advanced written notice of said removal will be provided to the City. Flock shall, within 28 days of such notice of termination, refund the prorated amount for any fees paid by the City, for the remaining Service Term length set forth previously. Termination will be effective ten (10) days after the City provides notice to Flock.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all City Data, terminate City's right to access or use any Flock Services, and all licenses granted by Flock hereunder will immediately cease. The City shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such Units. Upon termination of this Agreement, the City will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-City End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for the City's Authorized End Users despite there not being any current Non-City End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. The City may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice. Should the City incur costs under

Section 5.2 above, the City may terminate the No-Fee Term immediately and without 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5. Should there be any direct conflict between the terms of this Addendum and the Contract for Products and Services, the terms of the Contract for Products and Services shall govern except in regards to the terms of the Addendum dealing with Embedded Software, Flock IP, Hardware and Web Interface.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), the City must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within 72 hours after the City notifies the Flock of Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost to the City. In the event that the Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according the re Reinstall Policy mentioned in Section 2.9 above. The City shall not be required to replace subsequently damaged or stolen Units, however, the City understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to the City regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification by the City of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain Flock Services in a manner which minimizes errors and interruptions in Flock Services and shall perform the Installation Services in a professional and workmanlike manner. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. To the extent that Flock Service unavailability is not caused by the City's direct actions or by the actions of parties associated with the City, the expiration of the Term will be tolled by the duration of any lapse in Flock Service for any continuous suspension lasting at least one full day. In addition, the City's obligation to pay for Flock Service shall be suspended or refunded by any interruption in services.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS". THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF ILLINOIS. FLOCK GRANTS TO THE CITY A WARRANTY FOR NON-INFRINGEMENT OF TRADEMARK COPYRIGHTS AS WELL AS WARRANTIES OF MERCHANTABILITY AND FITNESS.

7.5 Force Majeure. Flock Safety is liable in damages for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of the City or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY AS SET FORTH IN THIS AGREEMENT, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY FOR THE FOLLOWING: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) TWO TIMES THE AMOUNT OF THE FEES PAID OR PAYABLE BY THE CITY UNDER THIS AGREEMENT. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF ILLINOIS.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY TO THE CITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN AGREEMENT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

9. RECORD RETENTION

9.1 Data Preservation. The City agrees to store City Data and Non-City End User Data in compliance with all applicable local, state, and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of City's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the City Data or the Non-City End User Data, City agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from the City upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement are the complete and exclusive statement of the mutual understanding of the Parties and supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of the City's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the City does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the Parties will each be responsible for their costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. The federal and state courts sitting in Illinois will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior written consent of the City of Champaign's City Manager, Flock may use City's name and disclose the nature of the Services provided hereunder.

10.8 Export. The City may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

END OF DOCUMENT

DISCLOSURE AFFIDAVIT

(NOTE: This disclosure is required by adopted City Council Policy. This Affidavit must be completely filled out and signed by any party 1) entering into contracts with the City, 2) involved in certain land use proceedings, or 3) development of real estate agreements with the City. This Affidavit assists the City in making determinations relative to conflict of interest and other laws.) (Fill in state and county in which affidavit is being signed)

STATE OF Georgia

COUNTY OF Fulton

I, the undersigned, being duly sworn, do state as follows:

SECTION 1. BUSINESS STATUS STATEMENT

A. _____ (Flock Group, Inc.), (hereafter
"Contractor" or "Vendor") is a:

☒ Corporation
☐ Partnership

☐ Limited Liability Company (LLC)

☐ Individual or Sole Proprietorship

Contractor's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: 82-0594875

(If a Corporation, complete B; If a Partnership, complete C; If a LLC, complete B and C; If an Individual, complete D)

B. CORPORATION OR LLC

The State of Incorporation is DELWARE

Registered Agent of Corporation in Illinois: REGISTERED AGENTS, INC	Business Information (If Different from Registered Agent): 1170 Howell Mill Road NW, Ste 210	
Name: REGISTERED AGENTS, INC	Company Address, Principal Office Atlanta, GA 30318	
Address: 2501 CHATHAM RD STE R	City, State, Zip 866-901-1781 N/A	
City, State, Zip: SPRINGFIELD , IL 62704	Telephone	Facsimile
	https://www.flocksafety.com/	
	Website	

The corporate officers are as follows (list and identify all corporate officers - attach additional sheets if necessary):

President: GARRETT LANGLEY

Vice President: _____

Secretary: _____

Attach a List of all shareholders owning five percent (5%) or more of the stock in the corporation.

- Matrix Partners
- Garrett Langley
- Meritech Capital Partners
- Bedrock Capital

C. PARTNERSHIP OR LLC

The business address is: _____

Telephone: _____ Fax: _____

Website or Email Address: _____

The partners or members are as follows: (Attach additional sheets if necessary)

(Name, Home Address and Telephone)

(Name, Home Address and Telephone)

(Name, Home Address and Telephone)

Manager of LLC (attach additional sheets as needed):

Name: _____

Address: _____

Telephone: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is: _____

Telephone: _____ Fax: _____ My _____ home _____ address _____ is: _____

Telephone: _____ Fax: _____

Email or website: _____

SECTION 2. NON-COLLUSION STATEMENT

- A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Vendor except as listed on a separate attached sheet to this affidavit.

Check One:

Others Interested in Contract ☒ None

- B. No department director or any employee or any officer of the City of Champaign has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Contractor/Vendor is not barred from bidding on any contract, if bidding process was used, as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION 3. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Contractor/Vendor is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1. The undersigned also states under oath and certifies that Contractor/Vendor is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested, in accordance with the procedures established by the appropriate Revenue Act; or that the Vendor has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement.

to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONTRACTOR/VENDOR

Alex Latravers

Signature

Printed Name: Alex Latravers

Title: CRO

SUBSCRIBED and SWORN to before me this day of January 28, 2022.

7(1)(b) - Signature

Online Notary Public: This notarial act involved the use of online audio/video communication technology.

My Commission Expires: 08/19/2025

Notary Public



Community Relations Office 102
 North Neil Street
 Champaign, Illinois 61820
 (217) 403-8830 or (217) 403-8835 (fax)

Office Use Only

Requested by:

Date:

Approved by:

Date:

Vendor Number:

Code:

Entered: CRO
FIN

Certificate Number:

Certificate Expiration Date:

AFFIRMATIVE ACTION REPORT FORM

Failure to properly complete and sign this form prior to the execution of a contract with the City, or within 7 days after a request to submit this report, will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Champaign.

Section I. Identification

Flock Group, Inc.

d/b/a: Flock Safety

Chief Executive Officer: Garrett Langley

Address: 1170 Howell Mill Road NW, Suite 106

City/State/Zip: Atlanta, GA 30318

Telephone: (866)901-1781

Fax: () -

FEI Number: 82-0594875

Social Security Number: N/A

E-mail Address:

Check one of the following:

Corporation ☒Partnership ☐Individual Proprietorship ☐Limited Liability Corp. ☐

2. Name and Address of the Company's Principal Office (answer/yifnatthesame as above):

Name: Flock Safety

Address: 1170 Howell Mill Road NW, Suite 106

City/State/Zip: Atlanta, GA 30318

3. Major activity of your company (product or service): Public Safety

4. Nature of Business:

Contract:

Bid:

Register as a new vendor for future projects.

Other:

SECTION II. Policies and Practices

Description of Equal Employment Opportunity (EEO) Policies and Practices		YES	
A.	Is it the Company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest or source of income?	Yes	
B.	Has someone been assigned to develop procedures, which will assure that the EEO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the official charged with this responsibility. Name: Daniele Feuillebois Title: Director, Human Resources Telephone: 404-860-4405 Fax: N/A Address: 1170 Howell Mill Road NW, Suite 106, Atlanta, GA 30318 E-mail: daniele.feuillebois@flocksafety.com	Yes	
C.	Has the company developed a written Affirmative Action Plan? Note: a copy of the Affirmative Action Plan must be submitted with this form in order to be considered eligible to do business with the City of Champaign. If you would like technical assistance in developing a plan, please contact the Community Relations Office at (217) 403-8830.	No*	
D.	Has the company developed a written policy statement prohibiting Sexual Harassment? Note: Please attach a copy of the policy statement.	Yes	
E.	If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest or source of income?	Yes	
	Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontracts or purchase orders?	Yes	
G.	Is your company a minority/women owned business? (Defined as at least 51% owned by individuals who are of the female gender and/or who have origins in one or more of the following groups: African American, Hispanic, Asian American, and Native American.)	No	
	If you answered "YES" to G, please check all classifications that apply: African American Asian American Hispanic [3 Native American [3 Female	N/A	
	If you answered "YES" to G, would you like to be added to our Minority E-mail Group and/or Minority Directory? Please include your e-mail address: _____	N/A	
J.	Is the company a state certified minority/women owned business? If yes, please attach a copy of state certification.	No	
K.	Is your company certified with IDOT as a DBE firm? (Defined as a small business firm that is owned and controlled by socially and economically disadvantaged individuals.)	No	

L.	Does the company have collective bargaining agreements with labor organizations?	No	
M.	Have the labor organizations been notified of the company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts with the City of Champaign?	N/A	

SECTION III. Employment

Information

- a. Please complete the company work force analysis on the bottom of this page. Use the number of employees as of the most recently payroll period. Be sure to complete all applicable columns.
- b. Job Classifications (see descriptions, next page)
- c. Identify the geographical area(s) from which the company may reasonably recruit employees (Use city, county, Standard Metropolitan Statistical Area, or distance in miles from company location, etc.)
As a remote-first company we are able to recruit employees across the United States.
- d. If minorities and females are currently under-represented in your work force, please attach a copy of an explanation of your plan to recruit and hire qualified minorities and females. N/A

Job Categories	Overall Totals		(Not of Hispanic Origin)		Black or African American (Not of Hispanic Origin)		Hispanic or Latino		Asian or Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
Officials & Mgrs	20	13	18	11	1	0	1	1	0	0	0	0
Professionals	89	46	66	29	12	6	4	5	3	5	0	0
Technicians	44	2	24	1	8	1	8	0	1	0	1	0
Sales Workers	28	9	22	6	0	1	2	1	2	1	0	0
Office & Clerical	2	4	2	3	0	0	0	0	0	0	0	0
Craft Workers (Skilled)	6	0	2	0	3	0	2	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	1	0	0	0	1	0	0	0	0	0	0	0
Service Workers	6	0	0	0	1	0	0	0	0	0	0	0
TOTAL	191	74	134	50	26	8	17	7	6	6	1	0

M = MALE, Column B is sum of Rows D, F, H, J and L.

F = FEMALE, Column C is sum of Rows E, G, I, K and M.

Date of above Data: 10/31/2021

SECTION IV. Certification

The company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief and agrees that it/he/she will comply and abide by the City's Affirmative Action Ordinance (Section 12.5-65) and Human Rights Guarantee provision (Section 12.5-64).

Signature: 7(1)(b) - Signature	Typed Name Title Daniele Feuillebois	Telephone Number 404-860-4405	Date 11/1/21
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DEFINITIONS OF TERMINOLOGY LISTED IN THE WORKFORCE PROFILE TABLE

(See previous Page)

DESCRIPTION OF RACE/ETHNIC CATEGORIES

Race/ethnic designations as used by the Department do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this report are:

White (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East

Black or African-American (Not of Hispanic origin) All persons having origins in any of the Black racial groups of Africa.

Hispanic or Latino. All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander. All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands and Samoa

American Indian or Alaskan Native. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

DESCRIPTION OF JOB CATEGORIES

Each employee should be counted in only one job category. Select the category containing the jobs most similar to that performed by the employee. The jobs listed in each category are intended to provide an example, not a complete list, of all job titles falling into that category.

Officials and Managers. Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

Professionals. Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, layers, librarians, mathematicians, natural scientist, registered professional nurses, personnel and labor relations specialist, physical scientist, physicians, social scientist, teachers, surveyors and kindred workers

Technicians. Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and union colleges, or through equivalent on-the-job training. Include: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales. Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents, and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical. Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

Craft Workers (Skilled). Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (Semi-Skilled). Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto service and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, hand packers and packagers, and kindred workers.

Laborers (Unskilled). Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operation and kindred workers.

Service Workers. Workers in both protective and nonprotective service occupations. Includes: Attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, janitors and cleaners, cooks, counter and fountain workers, elevator operators, firefighters and fire protection, guards,

doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers

Affirmative Action Plan

Flock Group, Inc.

Company Name

This is to state that it is the policy of Flock Group, Inc. to provide Equal Employment Opportunity through a program of positive action affecting all employees. This policy is in accordance with the Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws. Flock Group, Inc. also strives to assure compliance with the Illinois Fair Employment Practices Act, the Illinois Fair Employment Practices Act, the Illinois Human Rights Act, and other orders pertaining to equal employment opportunity.

Policy includes recruiting, hiring, training, upgrading, promoting, and disciplining without discrimination on the basis of race, color, religion, creed, class, national origin, sex, age, marital status, handicap, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest record or source of income. Flock Group, Inc. has developed procedures to assure this policy is understood and carried out by managerial, administrative, and supervisory personnel. Flock Group, Inc. will utilize applicants for any job vacancies.

ASSIGNMENT OF RESPONSIBILITY: Flock Group, Inc. has undertaken a positive Affirmative Action Program to effectively implement and enforce this policy at all times. The EEO officer or person designated for monitoring the company's Affirmative Action Program is: Daniele Feuillebois

PROCEDURES FOR DISSEMINATION OF POLICY: A copy of this statement is posted in the main office at Flock Group, Inc. and will be given to any employee, vendor or subcontractor.

UTILIZATION ANALYSIS: Flock Group, Inc. will monitor its workforce and job classifications. It will analyze availability and under-utilization and respond accordingly. Flock Group, Inc. will attempt to recruit in a 50 mile radius encompassing nearby cities in an effort to attract qualified minorities.

GOALS AND TIMETABLES: Flock Group, Inc. will identify those areas within its workforce in which minorities and women are being under-utilized and set up a system of goals and timetables for correcting the deficiencies.

SYSTEM OF RECORDS AND ANNUAL SUMMARY: Flock Group, Inc. will monitor applicant data, employee records and job descriptions to assist in its affirmative action efforts.

Sincerely,

DocuSigned by:

7(1)(b) - Signature

A3182A81328D426

EQUAL EMPLOYMENT OFFICER
(Signature)

12/30/2021

DATE

DocuSign Envelope ID: A738B56C-1214-492C-A979-E99BEE18FD7A



ANNUAL CERTIFICATE OF COMPLIANCE

Flock Group, Inc. dba Flock Safety

This is to certify that _____ has submitted an Affirmative Action Plan and/or other necessary documents satisfactory to the City of Champaign Office of Equity, Community and Human Rights. The above named Company is hereby approved to do business with the City of Champaign for a period of one year.

If the information submitted by the Company concerning its Affirmative Action/Equal Employment as well as State and Federal mandates, has been declared false information through an investigation, such false information shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further contracts for a period up to one year.

As evidence of certification, the Office of Equity, Community and Human Rights will issue a "Certificate of Compliance" good for one year. Please be sure to note the expiration date to avoid any interruption in your ability to bid contracts. A new Affirmative Action Report form should be completed and submitted to the Office of Equity, Community and Human Rights forty-five (45) days prior to the expiration date. Failure to do so will render your compliance status as "ineligible" to conduct business with the City of Champaign.

7(1)(b) - Signature

Community Relations Manager/Compliance Officer
(Signature)

Rachel Joy
Community Relations Manager/Compliance Officer
(Print Name)

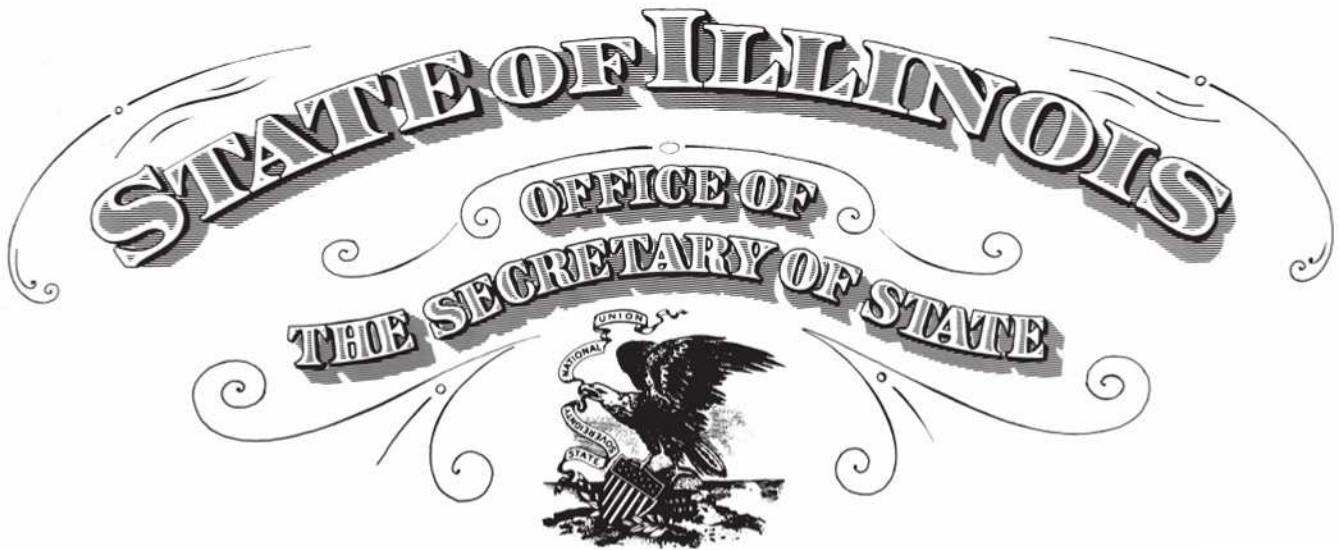
Date Issued 11/01/21

Date Expires 11/30/22

Certificate Number 87-2021

File Number

7307-286-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

FLOCK GROUP INC, INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON NOVEMBER 19, 2021, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 23RD
day of NOVEMBER A.D. 2021 .

Authentication #: 2132704238 verifiable until 11/23/2022

Authenticate at: <http://www.ilsos.gov>

7(1)(b) - Signature

SECRETARY OF STATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2021

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 TCIS - The Complete Insurance Source P. O. Box 1299 Fayetteville GA 30214-6299	CONTACT NAME: Tiffany Miller PHONE (A/C, No, Ext): 770-371-8257 E-MAIL ADDRESS: tiffany@complete-insurance.com FAX (A/C, No): 770-371-1999
INSURER(S) AFFORDING COVERAGE	
INSURER A : Atlantic Specialty Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1994127125

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			711-01-72-03-0001	8/23/2021	8/23/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			711-01-72-03-0001	8/23/2021	8/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			711-01-72-03-0001	8/23/2021	8/23/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	406-04-69-96-0001	8/23/2021	8/23/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	E&O			760-01-07-88-0001	8/23/2021	8/23/2022	Aggregate 5,000,000
A	Cyber			760-01-07-88-0001	8/23/2021	8/23/2022	Aggregate 3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

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

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SCHEDULE 3

Effective **08/23/2021**, this schedule forms a part of Policy No. **711-01-72-03-0001**
(At the time stated in the policy)

issued to
FLOCK GROUP INC
DBA FLOCK SAFETY

Producer: SECURERISK

by Atlantic Specialty Insurance Company

Commercial Auto Coverage Part Declarations, ACA 01 03 10,
Continued:

Forms Applicable to the Auto Coverage Part:

ACA 01 03 10	BUSINESS AUTO DEC (PART I)
ACA 02 03 10	BUSINESS AUTO DEC (PART II)
ACA 03 03 10	BUSINESS AUTO DEC (PART III)
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA 01 09 10 13	GA CHANGES
CA 21 11 10 13	GA UM COVERAGE - REDUCED BY AT-FAULT LIABILITY LIMITS
CA 99 03 10 13	AUTO MEDICAL PAYMENTS COVERAGE
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCL (n/a to NY or WA)
OB IL 006 06 17	UNINTENTIONAL ERRORS OR OMISSIONS
VCA 201 06 18	BROAD FORM AUTOMOBILE ENDORSEMENT
ASC 00 11 01 98	Schedule 3 - AUTO FORMS LIST
ASC 00 11 01 98	Schedule 4 - UNINSURED MOTORIST

3 0-33-0217 08/19/2020 CLE CPW PR 1.000

Policy Number: 711-01-72-03-0001

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BROAD FORM AUTOMOBILE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

A. Drive Other Car Coverage – Executive Officers and Certain Individuals B. Section II – Covered Autos Liability Coverage 1. Additional Insured – Written Contract, Agreement, Permit or Authorization 2. Broadened Named Insured 3. Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage) 4. Newly Acquired or Formed Organizations 5. Supplementary Payments – Bail Bonds and Loss of Earnings C. Section III – Physical Damage Coverage 1. Hired Auto Physical Damage Coverage 2. Towing – Any Covered Autos 3. Transportation Expenses Increased	4. Loss of Use Expenses Increased 5. Other Coverage Extensions a. Airbag Discharge b. Auto Theft Reward c. Loan/Lease Gap Coverage d. Rental Reimbursement 6. Diminution in Value 7. Communications Equipment 8. Deductible Waived For Glass Repair D. Section IV – Business Auto Conditions 1. Duties in Event of Accident, Claim, Suit or Loss 2. Waiver of Subrogation When Required by Written Contract or Agreement E. Section V – Definitions 1. Bodily Injury – Includes Mental Anguish 2. Executive Officer
--	---

A. Drive Other Car Coverage – Executive Officers and Certain Individuals

1. The following is added to **Section I – Covered Autos**:

Drive Other Car Coverage

- a. For Covered Autos Liability Coverage and Physical Damage Coverage, "autos" in the care, custody or control of an "insured" described in Paragraph 2. below, which you do not own, hire, lease or borrow, are covered "autos". But this does not include any "auto":

- (1) Owned by any "insured" described in Paragraph 2. below, or any member of their household, including any "auto" that is owned but not insured;
- (2) Used by an "insured" described in Paragraph 2. below while working in the business of selling, servicing, repairing or parking autos; or
- (3) Insured or covered under another policy.

- b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an "insured" described in Paragraph 2. below, and their family members residing in the same household, are "insureds" while:

- (1) Occupying as a passenger; or
- (2) A pedestrian when struck by;

any "auto" you do not own, hire, lease or borrow, except an "auto" owned by an "insured" described in Paragraph 2. below or members of their household, or an "auto" insured or covered under any other policy.

2. With respect to Drive Other Car Coverage only, Paragraph **A.1. Who is an Insured of Section II – Liability Coverage** is amended to include as an "insured" the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your "executive officers" and their spouses.

3. **Limit of Insurance and Deductible**

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an "auto" you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an "auto" you own.

4. **Other Insurance**

Regardless of the existence of other insurance or Paragraph **B.5. Other Insurance of Section IV – Business Auto Conditions**, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an additional "insured" any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for "bodily injury" or "property damage" caused in whole or in part by your maintenance, operation or use of a covered "auto". But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the "accident" that caused the "bodily injury" or "property damage";
- b. To any person or organization included as an "insured" under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends or the lessor or its agent takes possession of the "auto".

2. **Broadened Named Insured**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

- a. Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an "insured" your "employee" while:

- (1) Using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.
- (2) Operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- b. Exclusion **B.5. Fellow Employee of Section II – Covered Autos Liability** is deleted.

- c. The following is added to **B.5.b of Section IV – Business Auto Conditions**:

Any covered "auto" hired or rented without a driver by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered "auto" you own.

4. Newly Acquired or Formed Organizations

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an "insured" any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

- (1) Coverage under this provision is afforded only until the end of the policy period; and
- (2) Coverage does not apply to "bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization.

5. Supplementary Payments – Bail Bonds and Loss of Earnings

In Paragraph **A.2.a. Supplementary Payments of Section II – Covered Autos Liability**, the following replaces Paragraphs (2) and (4):

- (2) Up to \$3,500 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.
- (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.

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage

- a. If hired "autos" are covered "autos" under **Section II – Covered Autos Liability Coverage** and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collision Coverage for any "auto" you own, a hired "auto" will be deemed a covered "auto" for Physical Damage Coverage subject to the provisions in Paragraph **b.** below
- b. For Hired Physical Damage Coverage provided by paragraph **a.** above:
 - (1) The most we will pay for "loss" to any hired "auto" is the lesser of:
 - (a) \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - (2) The Deductible is the largest Deductible for the applicable coverage for an "auto" you own.
 - (3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. Towing – Any Covered Autos

The following replaces Paragraph **A.2. Towing of Section III – Physical Damage Coverage**:

We will pay up to \$100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered "auto" is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

3. Transportation Expenses Increased

In Paragraph **A.4.a. Transportation Expenses of Section III – Physical Damage Coverage**, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type are increased to \$75 per day, to a maximum of \$2,250.

4. Loss of Use Expenses Increased

The following replaces the last paragraph in 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 \$1,000.

5. Other Coverage Extensions

If you have Physical Damage Coverage, the following are added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

a. Airbag Discharge

We will pay to reset or replace a covered "auto's" airbag that accidentally discharges without the "auto" being involved in an "accident" if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

b. Auto Theft Reward

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to \$2,000 for information leading to the arrest and conviction of anyone stealing a covered "auto". But we will not pay a reward to you, any family members or "employees" or any public officials while performing their duties.

c. Loan/Lease Gap Coverage

If a covered "auto" is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional "insured", and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the "auto" at the time of "loss" and the remaining balance on your loan or lease. But we will not pay for:

- (1) Any amount paid under the policy's Physical Damage Coverage; or
- (2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

d. Rental Reimbursement

We will pay for expenses to rent an "auto" of the private passenger type because of "loss" to a covered "auto" of the private passenger type. But:

- (1) We will only pay expenses incurred during the policy period at the time of the "loss" and ending, regardless of the policy period, six days after the "loss".
- (2) The most we will pay is the lesser of:
 - (a) Reasonable and necessary expenses actually incurred; or
 - (b) \$50 per day.
- (3) This coverage does not apply if a spare or reserve "auto" is available to you.
- (4) If "loss" is because of the total theft of a covered "auto", we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

6. Diminution in Value

The following is added to Exclusion B.6. of **Section III – Physical Damage Coverage**:

This exclusion does not apply to "diminution in value" of a covered "auto" of the private passenger type used in the conduct of the "insured's" business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such "diminution in value" is the lesser of:

- a. 20 percent of the actual cash value of the "auto" as of the time of the "loss"; or
- b. \$7,500.

7. Communications Equipment

The following is added to Paragraph B. Exclusions of **Section III – Physical Damage Coverage**:

Exclusions 4.c. and 4.d. do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered "auto" and designed for use as a:

- a. Citizen's band radio;
- b. Two-way mobile radio or telephone;

- c. Scanning monitor receiver; or
- d. GPS navigation system.

No Deductible applies to "loss" to such communications equipment. But the most we will pay for all such communications equipment is \$5,000 for any one "loss".

8. Deductible Waived For Glass Repair

The following is added to Paragraph **D. Deductible** of **Section III – Physical Damage Coverage**:

No Deductible applies if glass that is damaged is repaired rather than replaced.

D. Section IV – Business Auto Conditions

1. Duties in the Event of Accident, Claim, Suit or Loss

The following is added to Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**:

The requirements that you must notify us of an "accident", claim, "suit" or "loss", or send us documents concerning a claim or "suit", apply only if the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "accident", claim, "suit" or "loss" does not apply if you report the "accident", claim, "suit" or "loss" to your workers' compensation insurer and the "accident", claim, "suit" or "loss" later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "accident", claim, "suit" or "loss" is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Business Auto Conditions**:

We will waive any right of recovery against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", but only if the "insured contract" is executed before the "accident" or "loss" occurs.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **C.** of **Section V – Definitions**:

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Executive Officer

The following is added to **Section V – Definitions**:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

SCHEDULE 2

Effective **08/23/2021**, this schedule forms a part of Policy No. **711-01-72-03-0001**
(At the time stated in the policy)

issued to
FLOCK GROUP INC
DBA FLOCK SAFETY

Producer: SECURERISK

by Atlantic Specialty Insurance Company

Liability Coverage Part Declarations, ASC 00 05 01 98, Continued:

Forms Applicable to the Liability Coverage Part:

ASC 00 05 01 98	LIABILITY COVERAGE PART DEC
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 06 05 14	EXCL - ACCESS OR DISCLOSURE OF CONFIDENTIAL INFORMATION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 21 71 01 15	EXCL- OTHER ACTS OF TERRORISM; CAP ON CERTIFIED LOSSES
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCL (n/a to NY or WA)
OB CG INT 15 06 18	GLOBAL GENERAL LIABILITY ENDORSEMENT
OB CG INT 24 06 18	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
OB IL 006 06 17	UNINTENTIONAL ERRORS OR OMISSIONS
OB INT 02 06 18	INTERNATIONAL TRAVEL ASSISTANCE SERVICES
VCG 008 02 05	EMPLOYEE BENEFITS COVERAGE FORM - CLAIMS MADE
VCG 100 10 98	LIABILITY SCHEDULE
VCG 207 06 18	BROAD FORM GENERAL LIABILITY ENDORSEMENT - TECHNOLOGY COMPANIES
VCG 282 07 09	EXCLUSION - PROFESSIONAL LIABILITY
VCG 302 07 07	ABSOLUTE EXCLUSION-ASBESTOS LIABILITY
VCG 340 02 12	EXCL-INTELLECTUAL PROPERTY AND UNFAIR TRADE PRACTICES
ASC 00 11 01 98	Schedule 2 - LIABILITY FORMS LIST

3 0-33-0217 08/19/2020 CLE CPW PR 1.000

Policy Number: 711-01-72-03-0001

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BROAD FORM GENERAL LIABILITY ENDORSEMENT –
TECHNOLOGY COMPANIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

A. Section I – Coverages - Expected or Intended Injury (Property Damage) - Non-Owned Aircraft and Watercraft Under 55 Feet - Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators - Personal and Advertising Injury Exclusions - Insureds in Media and Internet Type Businesses - Electronic Chatrooms or Bulletin Boards - Medical Payments – Increased Limits and Time Period - Product Recall Expense Coverage - Supplementary Payments – Cost of Bail Bonds and Loss of Earnings B. Section II – Who is an Insured - Broadened Named Insured - Additional Insured – Broad Form Vendor - Additional Insured – Written Contract, Agreement, Permit or Authorization	- Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics - User of Covered Watercraft - Newly Acquired or Formed Organizations C. Section III – Limits of Insurance – Aggregate Limit Per Location D. Section IV – Commercial General Liability Conditions - Duties in Event of Occurrence, Offense, Claim or Suit - Waiver of Subrogation When Required by Written Contract or Agreement E. Section V – Definitions - Bodily Injury – Includes Mental Anguish - Coverage Territory – Worldwide - Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight
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A. Section I – Coverages**1. Expected or Intended Injury (Property Damage)**

The following is added to Exclusion 2.a. **Expected Or Intended Injury** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to “property damage” resulting from the use of reasonable force to protect persons or property.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion 2.g. Aircraft, Auto or Watercraft of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:

This exclusion does not apply to an aircraft that is:

- Hired, chartered or loaned with a paid crew; and
- Not owned by any insured.

b. The following replaces Exclusion 2.g.(2)(a) of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:

- Less than 55 feet long; and

- c. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** :

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators

- a. The following is added to Exclusion **2.j. Damage To Property** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability** :

Paragraph **(1)** of this exclusion does not apply to "property damage" to real property you rent or temporarily occupy with permission of the owner.

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph **6.** of **Section III – Limits Of Insurance**:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph **b.(1)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** :

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

4. Personal and Advertising Injury Exclusions

- a. **Insureds in Media and Internet Type Businesses**

The following replaces Exclusion **2.j. Insureds In Media And Internet Type Businesses** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability** :

"Personal and advertising injury" committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting, or
- (2)** Designing or determining content of web sites for others.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising for you, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

- b. **Electronic Chatrooms or Bulletin Boards**

The following replaces Exclusion **2.k. Electronic Chatrooms Or Bulletin Boards** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability** :

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or maintains for others.

5. Medical Payments – Increased Limits and Time Period

The following provisions are modified only if Coverage **C** is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

- a. The following replaces Paragraph **a.(3)(b)** in Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. The following is added to Paragraph 7. of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage C is the greater of \$15,000 per person or the amount shown in the Declarations.

6. Product Recall Expense Coverage

- a. The following is added to **Section I – Coverages**:

Product Recall Expense Schedule	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

PRODUCT RECALL EXPENSE COVERAGE

We will pay "product recall expense" incurred by you or on your behalf for a "covered recall" to which this insurance applies. This insurance applies to "product recall expense" for a "covered recall" that takes place in the "coverage territory" and during the policy period. The amount we will pay for "product recall expense" is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of "product recall expense" in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each "covered recall" that is initiated.

- b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "product recall expense" incurred for all "covered recalls" initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

- c. The following is added **Section IV – Commercial General Liability Conditions**.

Duties In The Event Of "Covered Recall"

1. You must report a "covered recall" to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.
2. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
3. You must see to it that the following are done as soon as practicable after an actual or anticipated "covered recall" that may result in "product recall expense":
 - (a) Give us notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall;
 - (b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in "product recall expense";
 - (c) As often as may be reasonably required, permit us to:
 - (1) Inspect "your product" and take damaged and undamaged samples of "your products" for inspection, testing and analysis, and
 - (2) Examine and make copies from your books and records;
 - (d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and

- (e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.

d. The following are added to **Section V – Definitions**:

"Covered recall" means a recall of "your product" made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in, or will result in, "bodily injury" or "property damage".

"Product recall expense":

- a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling "your product":
 - (1) Expenses for communications, including broadcast announcements or printed "advertisements" and associated stationery, envelopes and postage;
 - (2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Expenses for overtime paid to your regular non-salaried "employees";
 - (4) Expenses for hiring "temporary workers";
 - (5) Expenses incurred by "employees", including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space; or
 - (7) Expenses for proper disposal of "your product" if the disposal is necessary to avoid "bodily injury" or "property damage" and is other than regularly used to discard, trash or dispose of "your product".
- b. Does not include the following:
 - (1) Damages, fines or penalties;
 - (2) Defense expenses;
 - (3) The cost of regaining your market share, goodwill, revenue or profit; or
 - (4) Any expenses resulting from:
 - (a) Failure of any product to accomplish its intended purpose;
 - (b) Breach of warranties of fitness, quality, durability or performance;
 - (c) Loss of customer approval, or any cost incurred to regain customer approval;
 - (d) Redistribution or replacement of "your product" that was recalled with like products or substitutes;
 - (e) The insured's caprice or whim;
 - (f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or
 - (g) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

B. Section II – Who is an Insured

1. Broadened Named Insured

Section II – Who Is An Insured is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

2. Additional Insured – Broad Form Vendor

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as “vendor”) with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” that are distributed or sold in the regular course of the vendor’s business. But none of these vendors are an additional insured:

- (1) If the “products-completed operations hazard” is excluded under the Coverage Part or by endorsement;
- (2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
- (3) For “bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such “bodily injury” or “property damage” in the absence of that contract or agreement; or
- (4) For “bodily injury” or “property damage” caused by or arising out of:
 - (a) Any express warranty not authorized by you;
 - (b) Any physical or chemical change in the product made intentionally by the vendor;
 - (c) Repackaging, except when 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;
 - (d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor’s premises in connection with the sale of the product;
 - (f) Products which, 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 for the vendor; or
 - (g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
 - (i) In the course of repackaging “your products” in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;
 - (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the vendor’s premises in connection with the sale of the product; or
 - (iii) An inspection, adjustment, test or servicing of “your products” the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. The insurance afforded to such vendor under Paragraph a. above:

- (1) Applies only to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.

c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. Additional Insured – Written Contract, Agreement, Permit or Authorization

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;
- (2) "Bodily injury", "property damage" or "personal and advertising injury" in the maintenance, operation or use of equipment leased to you by such person or organization; or
- (3) "Bodily injury", "property damage" or "personal and advertising injury" in connection with premises you own, rent, lease or occupy.

- b. The insurance afforded to an additional insured under Paragraph a. above does not apply:

(1) Unless:

- (a) The contract or agreement is executed, or the permit or authorization is issued, before the "bodily injury", "property damage" or "personal and advertising injury" occurs; and
- (b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

- (a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;
- (b) Lessor of equipment after the equipment lease terminates or expires;
- (c) Owner or other interests from whom land has been leased;
- (d) Manager or lessor of premises if:
 - (i) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (e) Person or organization if the "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

- (f) "Bodily injury" or "property damage" occurring after:
 - (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - c. The insurance afforded to an additional insured under Paragraph **a.** above:
 - (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.
 - d. With respect to the insurance afforded to an additional insured under Paragraph **a.** above:
 - (1) The following is added to Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:
 Regardless of the provisions of Paragraphs **a.** and **b.** above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:
 - (1) Such additional insured is a Named Insured under that other insurance, and
 - (2) You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.
 - (2) The following is added to **Section III – Limits Of Insurance**:
 The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract, agreement, permit or authorization, or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.
- 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics**
- a. The following is added to Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured**:
 But an "employee" or "volunteer worker" employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.
 - b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:
 This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured "employee" or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis
- 5. User of Covered Watercraft**
- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:
 - a. "Bodily injury" to that person's or organization's "employee"; or
 - b. "Property damage" to property:
 - (1) Owned, occupied or used by; or
 - (2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;
 that person or organization.

responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

The following is added after Paragraph **12.f.(1)** of **Section V – Definitions**:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered "mobile equipment" and not an "auto".

b. The following is added to Paragraph b.(1) in Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions :

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

6. Newly Acquired or Formed Organizations

The following replaces Paragraph 3.a. of **Section II – Who Is An Insured**:

- a. Coverage under this provision is afforded only until the end of the policy period;

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph 2. of **Section III – Limits Of Insurance**:

The General Aggregate Limit applies separately to each "location" of yours. As used in this provision, "location" means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties in the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions :**

The requirements that you must notify us of an "occurrence", offense, claim or "suit", or send us documents concerning a claim or "suit", apply only if the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company

The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report the "occurrence" or offense to your workers' compensation insurer and that "occurrence" or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "occurrence" or offense is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions.**

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of Section IV – Commercial General Liability Conditions :**

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included within the "products-completed operations hazard" if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the "bodily injury" or "property damage" occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph 3. of **Section V – Definitions**:

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Coverage Territory – Worldwide

The following replaces Paragraph 4. of **Section V – Definitions**:

- 4. "Coverage territory" means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured's

POLICY CHANGE 3

Effective **08/23/2021**, this endorsement forms a part of Policy No. **711-01-72-03-0001**
(At the time stated in the policy)

issued to

FLOCK GROUP INC
DBA FLOCK SAFETY
1170 HOWELL MILL RD NW
ATLANTA, GA 30318-5566

Producer: SECURERISK

by Atlantic Specialty Insurance Company

In Accordance with this Policy Change Your Premium is Revised as follows:

No Change in Premium

This Policy Change Amends the Following Policy Provisions:

Liability Declarations ASC 00 05 01 98

Add Form(s):

CG 20 37 04 13

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS

Liability Schedule, VCG 100 10 98

Add Coverage(s):

49950 Owners, Lessees or Contractors - Completed Operations

Subline(s): 336 Products/Completed Operations

Loc Bldg

1 1

Subline(s)

336

3 0-33-0217 12/22/2020 EBC CPW PR 1.000

POLICY NUMBER: 711-01-72-03-0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) or Organization(s):**

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Location And Description of Completed Operations

Location	Building
1	1

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE
INSURED

2. Operations:

3. Premium

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/23/2021

Policy No. 406-04-69-96-0001

Endorsement No.

Insured FLOCK GROUP INC

Premium \$

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **August 23, 2021** at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. **406-04-69-96-0001** Endorsement No.

of the **Atlantic Specialty Insurance Company**
(NAME OF INSURANCE COMPANY)

issued to **FLOCK GROUP INC**

Premium (if any) \$



Authorized Representative

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **2.00** % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ALL PERSONS OR ORGANIZATIONS ON FILE WITH
THE INSURED

Job Description

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

AZ ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
FL ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
SC ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
TN ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
GA ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
WV ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/23/2021

Policy No 406-04-69-96-0001

Endorsement No.

Insured FLOCK GROUP INC

Premium \$

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

EXTENSION OF INFORMATION PAGE

Schedule of Forms

Item 3D

Applicable States - California

Policy No. 406-04-69-96-0001

Form Numbers

WC 04 03 01D 02 18	CA AMENDATORY ENDORSEMENT
WC 04 03 60B 01 15	CA EMPLOYERS LIABILITY COVERAGE AMENDATORY ENDT
WC 04 04 22 01 12	CA SHORT RATE CANCELLATION ENDT
WC 04 06 01A 12 93	CA CANCELLATION ENDORSEMENT
WC 251A 01 85	CA VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE
WC 252 04 84	CA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDT
WC 90 06 01 04 14	EXECUTION OF OFFICERS SIGNATURES

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**EXTENSION OF INFORMATION PAGE**

Schedule of Forms

Item 3D

Applicable States - CaliforniaPolicy No. 406-04-69-96-0001Form Numbers

4Q 4491-1 01 15	QUICK REFERENCE GUIDE
AWC 115 02 04	PRIVACY ACT NOTICE
AWC 119 04 10	PREFERRED PROVIDER POLICY HOLDER NOTICE (Not Applicable to AA, AE, AP, KY, LA, ND, NJ, NY, OH, PR, WA, WY)
AWC 120 03 04	CA WHISTLEBLOWERS POSTING NOTICE - ENGLISH
AWC 121 06 04	CA WHISTLEBLOWERS POSTING NOTICE - SPANISH
AWC 131 03 17	CA MPN EMPLOYEE COMMUNICATION LETTER
AWC 132 03 17	CA MPN INFORMATION
AWC 149 02 08	CA PRIVACY DISCLOSURE NOTICE
AWC 167 01 12	CA IMPORTANT NOTICE - IF THIS POLICY IS CANCELLED
AWC 303 12 19	OPTUM PRESCRIPTION PROGRAM (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 303 S 12 19	OPTUM PRESCRIPTION PROGRAM - SPANISH (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 403 01 18	CA GENERAL PARTNER AND LLC WAIVER
AWC 404 01 18	CA CORPORATE OFFICERS DIRECTORS WAIVER
G 12652 03 94	IMPORTANT NOTICE REGARDING SUBCONTRACTORS
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
NOTICEFLWC 02 16	FL INFORMATIONAL NOTICE
OBTI 117 10 19	WELCOME LETTER
PHN 101 05 20	TEXAS COMPLAINT NOTICE
PN 04 99 01G 03 19	CA POLICYHOLDER NOTICE - RATING AND DIVIDEND INFO
PN 04 99 02B 05 02	CA POLICYHOLDER NOTICE - INSURANCE RATING LAWS
PN 04 99 04 12 01	POLICYHOLDER NOTICE - CIGA SURCHARGE
PN 04 99 08 12 19	CA POLICYHOLDER NOTICE - BILL NO 5 - INDEPENDENT CONTRACTOR
RC 270 11 09	CA RISK CONTROL NOTICE
WC 00 00 00C 01 15	WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY
WC 00 04 06 08 84	PREMIUM DISCOUNT ENDT (Applicable to CA, CO, CT, DE, KS, ME, MT, NY, OR, PA, TN, TX, VT, VA, HI)
WC 00 04 22B 01 15	TERRORISM RISK INSURANCE PROGRAM REAUTH ACT DISCLOSURE (Not Applicable to AA, AE, AP, FL, MI, ND, OH, PR, WA, WY)
WC 04 00 02 07 98	CA SCHEDULE OF NAMED INSURED
WC 04 00 03 07 98	CA SCHEDULE OF LOCATIONS
WC 04 00 04 07 98	CA SCHEDULE OF FORMS

Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

ICA 04 615 01 08 01	AZ POSTING NOTICE - ENGLISH
ICA 04 615 01S 08 01	AZ POSTING NOTICE - SPANISH
ICA 41 100 08 01	AZ REPORT OF SIGNIFICANT WORK EXPOSURE TO BODILY FLUIDS
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
LB 0922 04 18	TN POSTING NOTICE - ENGLISH
LB 0922SP 04 18	TN POSTING NOTICE - SPANISH
NOTICEFLWC 02 16	FL INFORMATIONAL NOTICE
OBTI 117 10 19	WELCOME LETTER
PHN 101 05 20	TEXAS COMPLAINT NOTICE
RC 228 10 07	FL RISK CONTROL NOTICE
RC 257 01 18	TX RISK CONTROL NOTICE
WC 8424D 02 02	AZ POSTING NOTICE
WC BOR 07 16	GA POSTING NOTICE - BILL OF RIGHTS - ENGLISH
WC BOR SP 07 16	GA POSTING NOTICE - BILL OF RIGHTS - SPANISH
WC P1 GA 07 06	GA POSTING NOTICE - PANEL OF PHYSICIANS - ENGLISH
WC P1 GA SP 07 06	GA POSTING NOTICE - PANEL OF PHYSICIANS - SPANISH

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 Authorized Representative

Item 3.D SCHEDULE OF FORMS

WC 09 06 07A 07 19	FL WORKERS COMP INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDT
WC 10 04 02 01 13	GA NON-COOPERATION WITH PREMIUM AUDIT ENDT
WC 10 06 01C 07 18	GA CANCELLATION, NON-RENEWAL & CHANGE ENDT
WC 41 04 02 08 03	TN PENDING LOSS COST ENDT
WC 42 03 01J 06 20	TX AMENDATORY ENDORSEMENT
WC 42 03 04B 06 14	TX WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDT
WC 42 04 07 03 02	TX AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDT
WC 47 03 01A 07 08	WV EMPLOYERS LIABILITY INTENTIONAL ACT EXCLUSION ENDT
WC 47 03 02 07 06	WV WORKERS COMP RECOVERY FROM OTHERS ENDT
WC 47 06 01 07 08	WV CANCELLATION ENDT
WC 90 06 01 04 14	EXECUTION OF OFFICERS SIGNATURES

Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

6 01 13	TX POSTING NOTICE - ENGLISH
6 S 01 13	TX POSTING NOTICE - SPANISH
AWC 115 02 04	PRIVACY ACT NOTICE
AWC 119 04 10	PREFERRED PROVIDER POLICY HOLDER NOTICE (Not Applicable to AA, AE, AP, KY, LA, ND, NJ, NY, OH, PR, WA, WY)
AWC 161 07 11	AZ POSTING NOTICE WORK EXPOS STAPH, MRSA, SPINAL MENING, TB
AWC 168 04 12	WV POSTING NOTICE
AWC 176 02 14	SC POSTING NOTICE
AWC 303 12 19	OPTUM PRESCRIPTION PROGRAM (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 303 S 12 19	OPTUM PRESCRIPTION PROGRAM - SPANISH (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 306 12 19	TX HEALTH CARE NETWORK OFFER LETTER
DFS2DWC65 11 10	FL IMPORTANT WORKERS COMP INFO FOR FL EMPLOYERS - ENGLISH
DFS2DWC66 11 10	FL IMPORTANT WORKERS COMP INFO FOR FL EMPLOYERS - SPANISH
FORM 09-01A 11 19	FL DRUG FREE WORKPLACE CREDIT APP
FORM 09-E 11 19	FL CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM
FORM SAFETY 09-3A 11 19	FL CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT
G 10874 11 17	GA DEDUCTIBLE OPTIONS NOTICE
G 12652 03 94	IMPORTANT NOTICE REGARDING SUBCONTRACTORS
G 12769 01 94	FL DEDUCTIBLE NOTICE
G 14090 06 96	GA EMPLOYERS NOTICE OF FREE SAFETY RESOURCES AVAILABLE
G 14250 11 17	SC BENEFITS DEDUCTIBLE OPTION
G 14311 11 97	SC APPLICATION DRUG FREE

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 Authorized Representative

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY EXTENSION OF INFORMATION PAGE

This form is not applicable to California.

Item 3.D SCHEDULE OF FORMS

4Q 4491-1 01 15	QUICK REFERENCE GUIDE
WC 00 00 00C 01 15	WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY
WC 00 03 08 04 84	PARTNERS, OFFICERS & OTHERS EXCLUSION ENDT (Not Applicable to AA, AE, AP, CA, IL, MN, ND, NJ, NY, OH, PA, PR, WA, WY)
WC 00 03 11A 08 91	VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE (Not Applicable to AA, AE, AP, CA, HI, MD, MI, ND, NJ, NM, OH, PR, WA, WI, WY)
WC 00 03 13 04 84	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS (Not Applicable to AA, AE, AP, CA, KY, NH, NJ, TX, UT)
WC 00 04 04 04 84	PENDING RATE CHANGE ENDT (Not Applicable to AA, AE, AP, CA, IL, KS, MA, MN, MO, ND, NH, NM, OH, TN, TX, WA, WY)
WC 00 04 06 08 84	PREMIUM DISCOUNT ENDT (Applicable to CA, CO, CT, DE, KS, ME, MT, NY, OR, PA, TN, TX, VT, VA, HI)
WC 00 04 06A 08 95	PREMIUM DISCOUNT ENDT (Not Applicable to AA, AE, AP, CA, CO, CT, DE, HI, KS, ME, MT, ND, NJ, NY, OH, OR, PA, PR, TN, TX, VA, VT, WA, WY)
WC 00 04 14A 01 19	90 DAY REPORT REQUIR NOTIFICATION OF CHANGE IN OWNERSHIP ENDT (Not Applicable to AA, AE, AP, CA, MA, MI, ND, NJ, OH, PR, WA, WY)
WC 00 04 19 01 01	PREMIUM DUE DATE ENDT (Not Applicable to AA, AE, AP, AZ, CA, MA, MI, ND, OH, OR, PR, TX, WA, WY)
WC 00 04 21D 01 15	CATASTROPHE PREM (OTHER THAN CERTIFIED ACTS OF TERRORISM) (Not Applicable to AA, AE, AP, CA, FL, MA, MI, MN, MO, ND, NM, NV, OH, PR, TX, VA, WA, WY)
WC 00 04 22B 01 15	TERRORISM RISK INSURANCE PROGRAM REAUTH ACT DISCLOSURE (Not Applicable to AA, AE, AP, FL, MI, ND, OH, PR, WA, WY)
WC 00 04 25 01 17	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDT (Not Applicable to AA, AE, AP, CA, FL, ND, OH, PR, WA, WY)
WC 02 04 01C 02 10	AZ ALCOHOL & DRUG-FREE WORKPLACE PREMIUM CREDIT ENDT
WC 02 06 01A 09 15	AZ CANCELLATION AND NONRENEWAL ENDT
WC 09 04 03B 01 15	FL TERRORISM RISK INSURANCE REAUTHORIZATION ACT ENDT
WC 09 04 07 07 13	FL NON-COOPERATION WITH PREMIUM AUDIT ENDT

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Authorized Representative

 COPY

* Flock Group, Inc dba: Flock Safety

BOND #62510951

** Lexington National Insurance Corporation

One Hundred Eighty Nine Thousand Dollars and 00/100** (\$189,000.00)

Combined Payment and Performance Bond

We , as Principal, and , as Surety, are held and firmly bound unto the City of Champaign (hereafter referred to as "City") in the sum of Dollars (\$) lawful money of the United States, well and truly to be paid unto said City for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns jointly to pay to the City this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the City for the performance of work on the contract to which this is attached, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted and any warranty period applicable thereto completed; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation, for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to the Principal for the purpose of performing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and any warranty period applicable thereto completed, and shall hold the City and its employees and agents as required in said contract on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect and upon notice to the Surety of the Principal's failure to perform, the Surety shall perform the obligations of the Principal hereunder. The City may sue on this bond, and any person furnishing material or performing labor, either as an individual or as a subcontractor, shall have the right to sue on this bond in the name of the City for its use and benefit.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the Contract Documents accompanying the same or to the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that all services to be performed, all materials to be furnished, and all performance under the contract shall be fulfilled in accordance with all requirements of the contract and the Contract

IS FIGURED ON THE
FINAL CONTRACT PRICE
INCLUDING APPROVED
CHANGE ORDERS

Form D-16 11/06

Documents. In addition, Principal and Surety, jointly and severally, expressly guarantee that in the event City is required to enforce this bond in a court of law, the City will be indemnified with respect to all court costs and reasonable attorneys' and witness fees which are related to such enforcement proceedings.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 10 day of March, 2022.

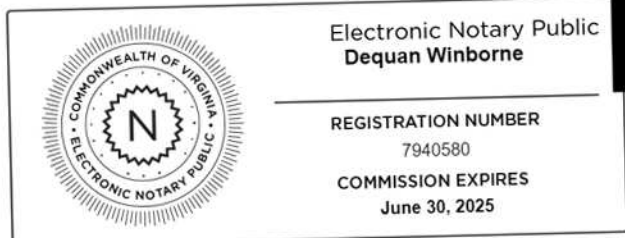
PRINCIPAL: (Company Name) Flock Group, Inc dba: Flock Safety 7(1)(b) - Signature	
(SEAL)	
By: (Signature and Title) Garrett Langley, CEO	
SURETY: (Name) LEXINGTON NATIONAL INSURANCE CORPORATION	
(SEAL)	
By: (Signature and Title)	7(1)(b) - Signature
San	

STATE OF Virginia)

) ss.

COUNTY OF Henrico)

I, Dequan Winborne, a Notary Public in and for said County and State, do hereby certify that Garrett Langley (Insert name of individuals signing on behalf of PRINCIPAL and SURETY) who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.



7(1)(b) - Signature

3/15/2022

FINAL BOND PREMIUM
IS FIGURED ON THE
FINAL CONTRACT PRICE
INCLUDING APPROVED
CHANGE ORDERS

County of Henrico, Commonwealth of Virginia
SUBSCRIBED and SWORN to before me this: 15th day of March, 2022.

 Dequan Winborne REGISTRATION NUMBER 7940580 COMMISSION EXPIRES June 30, 2025	7(1)(b) - Signature Notary Public Electronic Notary Public Dequan Winborne Registration Number 7940580
---	--

My commission expires: 06/30/2025
Notarized online using audio-video communication

NOTE: If the contractor wishes to use a different payment or performance bond form, the Legal Department must approve the form.

FINAL BOND PREMIUM
IS FIGURED ON THE
FINAL CONTRACT PRICE
INCLUDING APPROVED
CHANGE ORDERS

GEORGIA NOTARIAL CERTIFICATE (JURAT)

State of Georgia

County of Fulton

Sworn to (or affirmed) and subscribed before me this 10 day of March,
2022, by Sam H. Newberry (Name of Signer).

☒ Personally Known

☐ Produced Identification

Type and # of ID _____

7(1)(b) - Signature

(Signature of Notary)

Shawana Gail Trammell
NOTARY PUBLIC
Cobb County, GEORGIA
My Commission Expires 01/26/2025

Shawana Gail Trammell

(Name of Notary Typed, Stamped, or Printed)

Notary Public, State of Georgia

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Sam Newberry and Shoni Trammell

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$1,500,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

7(1)(b) - Signature

Ronald A. Frank, President

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

7(1)(b) - Signature

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 10 day of MARCH, 2022

Corporate Seal:

7(1)(b) - Signature

Public Records Exemptions

The following information explains the factual basis for the redactions applied to the responsive records provided to you, pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7 *et al.*

Reason	Description	Pages
7(1)(b) - Signature	7(1)(b) Private information, unless disclosure is required by another provision of this Act, a State or federal law or a court order	1, 16, 43, 47, 50-52, 82-85