

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), **FLOCK GROUP INC**, a Delaware corporation whose address is 1170 Howell Mill Rd NW Ste 210, Atlanta, GA 30318-8637 (the “Contractor”), individually a “Party” and jointly “the Parties.”

WHEREAS, the Parties entered into an Agreement dated February 12, 2024, for solar powered license plate recognition cameras (the “Agreement”); and

WHEREAS, the Agreement expired by its terms on February 28, 2025, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. As of March 1, 2025, all references to “Exhibit B” in the Agreement shall now refer to “Exhibits A and B-1,” as applicable to the context. Exhibit B-1, attached hereto and incorporated herein by reference, shall govern with respect to its specific subject matter from and after March 1, 2025. In the event of any conflict between Exhibit A and Exhibit B-1, Exhibit B-1 shall control.

2. Section 4 of the Agreement, titled “**TERM**,” is amended to read as follows:

“4. **TERM**: This Agreement will commence on March 1, 2023, and will expire, unless sooner terminated, on February 28, 2027 (the “Term”). Following the Term, this Agreement may be renewed, by a written amendment executed by the Parties, for successive renewal terms of the greater of one year or the length set forth in an Order Form (each, a “Renewal Term”).”

3. Subsection 5.4.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“5.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Five Thousand Four Hundred Fifty Dollars (\$1,005,450.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

6. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit B-1**, Order Form.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number:
Contractor Name:

POLIC-202578012-01 / 202472539-01
FLOCK GROUP INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

POLIC-202578012-01 / 202472539-01
FLOCK GROUP INC

By: _____

Signed by:

Mark Smith

AC5C931454C24F3...

Name: Mark Smith

(please print)

Title: General Counsel

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)



EXHIBIT B-1
ORDER FORM

Customer: CO - Denver PD
Legal Entity Name: CO - Denver PD
Accounts Payable Email:
Address: 1331 Cherokee St Ste 402 Denver, Colorado 80204

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$333,000.00
Flock Safety Flock OS			
FlockOS TM - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	111	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Years 1 and 2 (total):	\$339,450.00
Annual Recurring: Year 3:	\$333,000.00
Year 4:	\$333,000.00
Estimated Tax:	\$0.00
Contract Total:	\$1,005,450.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 3	
At Contract Signing	\$333,000.00
Annual Recurring after Year 3	\$333,000.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS [™] - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint [™] technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera