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29 August 2026

North Carolina Security Systems Licensing Board

(formerly the Alarm Systems Licensing Board)

Attn: Director / Board Investigator

3101 Industrial Drive, Suite 104

Raleigh, North Carolina 27609

**Re: Complaint against Rekor Recognition Systems, Inc. for
unlicensed security-systems activity in North Carolina — N.C.G.S.
Chapter 74D**

Dear Director and Members of the Board:

This letter is a formal complaint under N.C.G.S. Chapter 74D against Rekor Recognition Systems, Inc. (“Rekor”), a Maryland corporation located at 6721 Columbia Gateway Drive, Suite 400, Columbia, Maryland. Public records establish that Rekor installs, upgrades, services, and provides cloud-based monitoring of automated license plate recognition cameras for North Carolina law-enforcement agencies while holding no license under Chapter 74D.

I. The Governing Statute — N.C.G.S. Chapter 74D

North Carolina regulates the sale, installation, service, and monitoring of security and surveillance systems under Chapter 74D, the Security Systems Licensing Act (renamed from the Alarm Systems Licensing Act by S.L. 2025-51, effective October 1, 2025). The Act is administered by this Board.

Section 74D-2(a) prohibits any person or entity from engaging in a “security systems business” without a license. Section 74D-2(a)(2) defines that business to include anyone who *“installs, services, monitors, or responds to ... cameras, analytic capturing devices, systems providing intelligence or other imaging devices used to detect or observe burglary, breaking or entering, intrusion, shoplifting, pilferage, theft, or other unauthorized or illegal activity.”* The 2025 amendment broadened this language expressly to reach “analytic capturing devices,” “systems providing intelligence,” and “other ... illegal activity” — terms that squarely describe automated license plate recognition (“ALPR”) and video-analytics platforms.

The test is conduct, not nomenclature. The question is not whether a device is labeled an “alarm,” but whether the respondent installs, services, or monitors cameras or analytic devices used to detect illegal activity. An ALPR camera that captures plates and alerts law enforcement to vehicles connected to criminal investigations is such a device.

Remote monitoring is separately covered. Section 74D-2(h) now requires a separate limited monitoring license for any entity that “remotely monitors access control, cameras, analytic capturing devices, systems providing intelligence, or other imaging devices.”

The exemptions do not apply. Section 74D-3(a)(1) exempts a pure seller or manufacturer only where it does not make on-site solicitations regarding specific placements and does not install, service, or monitor at the protected premises. Section 74D-3(a)(3) exempts installation “on property owned by or leased to the installer” — an exemption that protects a customer who self-installs on its own property, but that a commercial vendor performing installation or service for others cannot claim.

Board authority and consequences. Section 74D-5(a)(3) authorizes the Board to investigate suspected violations and to issue written cease-and-desist orders. Section 74D-11 makes unlicensed activity a Class 1 misdemeanor and authorizes a civil penalty of up to \$2,000 per violation. Sections 74D-11(f) and 74D-14 render the sale, installation, or service of a security system by an unlicensed entity void and unenforceable, and an unfair and deceptive trade practice under Chapter 75.

Binding precedent. In *N.C. Alarm Systems Licensing Board v. Flock Safety, Inc.* (Wake County Superior Court, No. 23CV003667-910), the court found that a networked camera/ALPR vendor had operated unlicensed for years and enjoined it from installing or maintaining camera systems except through a licensed third party. The same statute and the same reasoning apply here.

II. Rekor Is Not Licensed

Rekor holds no license under Chapter 74D. The Board confirmed in writing, by email dated 28 August 2026 from Director Paul Sherwin, that Rekor is “not licensed, no records on file.” Because the activity described below is licensable and, upon information and belief, Rekor performed it without a license, each act is a violation of § 74D-2.

III. Rekor’s Documented, Licensable Activity in North Carolina

A. Madison County Sheriff's Office — installation, hardware upgrades, and on-site service.

Invoices produced by the Madison County Sheriff's Office show that Rekor did far more than license software. The records document "Rekor Scout™ Cloud License" subscriptions with 60-day data retention, hardware line items reflecting that a "third camera [was] installed above [a] DUAL LPR," charges to "upgrade[] existing LPRs to the Rekor LPRs," and — tellingly — a recurring "Annual Camera Lens Cleaning" service line. Installing cameras, upgrading LPR hardware, and returning annually to physically service the cameras are all "install[ing]" and "servic[ing]" activities under § 74D-2(a)(2); the hosted "Cloud License" with data retention further implicates the monitoring provision of § 74D-2(h).

Because Rekor physically installs and services cameras used to detect illegal activity, neither the pure-seller exemption (§ 74D-3(a)(1)) nor the self-installation exemption (§ 74D-3(a)(3)) applies.

B. University of North Carolina at Greensboro — ongoing ALPR relationship.

Rekor and UNC Greensboro entered a Master Subscription Agreement (Contract No. 008055) effective July 16, 2021, under which Rekor provides its Scout ALPR software analyzing video-stream data at fixed camera locations on the UNCG campus. Purchase orders and invoices document a continuing commercial relationship through at least 2026 (e.g., PO P0089418, dated May 14, 2026), establishing Rekor's sustained ALPR presence in North Carolina alongside the installation and service activity documented in Madison County.

IV. Anticipated Defenses

Rekor may characterize itself as a mere software licensor. The Madison County records defeat that framing: Rekor installed a camera, upgraded LPR hardware, and performs recurring on-site camera-lens servicing. Those are licensable acts regardless of how the software is characterized, and, upon information and belief, each was performed without a Chapter 74D license.

V. Relief Requested

Complainant respectfully requests that the Board:

- **Open an investigation** into Rekor's unlicensed security-systems activity in North Carolina under N.C.G.S. § 74D-5(a)(3);

- **Issue a written cease-and-desist order** directing Rekor to stop installing, servicing, and monitoring ALPR and camera systems in North Carolina until properly licensed;
- **Assess civil penalties** of up to \$2,000 per violation under N.C.G.S. § 74D-11(d), each unlicensed installation and service being a separate violation;
- **Notify the affected North Carolina agencies** that contracts for unlicensed work are void and unenforceable under §§ 74D-11(f) and 74D-14; and
- **Refer the matter** to the Secretary of Public Safety and, as appropriate, for prosecution under § 74D-11(b).

VI. Exhibits

- Exhibit A — Madison County Sheriff's Office LPR invoices (Rekor), documenting camera installation, LPR hardware upgrades, the "Rekor Scout™ Cloud License," and recurring "Annual Camera Lens Cleaning" service.
- Exhibit B — UNC Greensboro-Rekor Master Subscription Agreement (Contract No. 008055, effective July 16, 2021) and Rekor purchase orders and invoices, FY2021-2026.
- Exhibit C — NC Security Systems Licensing Board correspondence (Director Paul Sherwin, August 28, 2026) confirming that Rekor is "not licensed, no records on file."

Respectfully submitted,

/s/ Mark Spencer Williams
Mark Spencer Williams
o/b/o DeFlockILM.org
105 N 6th Street
Wilmington, NC 28401

EXHIBIT A

Madison County Sheriff's Office — LPR Invoices (Rekor):
camera installation, LPR upgrades, and Annual Camera Lens Cleaning

SERVIR

740 South Main Street
Mars Hill North Carolina 28754
U.S.A

INVOICE

INV-000022

Balance Due
\$5,350.00

Bill To
Madison County Sheriff Department

Invoice Date : 07 Nov 2022

Terms : Due on Receipt

Due Date : 07 Nov 2022

#	Item & Description	Qty	Rate	Amount
1	DUAL LPR Rekor Scout™ Cloud License with 60 Day Data Retention •Unlimited Cellular Data •Three Year Equipment Warranty •Technical Support •Annual Camera Lens Cleaning	1.00	5,000.00	5,000.00
Sub Total				5,000.00
State and Local Tax (7%)				350.00
Total				\$5,350.00
Balance Due				\$5,350.00

Notes

Thanks for your business.

4910

SERVIR

740 South Main Street
Mars Hill North Carolina 28754
U.S.A

INVOICE

INV-000031

Balance Due
\$4,815.00

Invoice Date : 05 Apr 2023

Terms : Due on Receipt

Due Date : 05 Apr 2023

Bill To
Madison County Sheriff Department

#	Item & Description	Qty	Rate	Discount	Amount
1	DUAL LPR - One Year Subscription with option to renew - Includes Rekor Scout Software - Includes Cellular Internet Service - Includes NC NCIC Database Daily Sync - Includes Technical Support - 3 year warranty on equipment - Power provided by*	1.00	5,000.00	500.00	4,500.00

Sub Total 4,500.00

State and Local Tax (7%) 315.00

Total \$4,815.00**Balance Due \$4,815.00****Notes**

Includes 1st year Intro rate.

Thanks for your business.

4310.4910

SERVIR

740 South Main Street
Mars Hill North Carolina 28754
U.S.A

ESTIMATE

EST-000004

Estimate Date : 20 Jun 2023

Expiry Date : 11 Jul 2023

Bill To
Madison County Sheriff Department

Reference# : Upgrade High School
LPRs

Subject :

Upgrade High School LPR models

#	Item & Description	Qty	Rate	Amount
1	DUAL LPR - Upgrades existing LPRs to the Rekor LPRs. The same model that Hot Springs has. - Greatly Improved speeds for Hotlist Alerts - 512 GB storage per LPR for videos and pictures - Greatly Improved uptime (99%) and reliability - 3 year warranty on black model LPRs. - Discount included for exchanging existing white LPRs - Includes Rekor Software - Includes Cellular Internet Service - Includes Technical Support	1.00	1,000.00	1,000.00
Sub Total				1,000.00
State and Local Tax (7%)				70.00
Total				\$1,070.00

Notes

Looking forward for your business.

Terms & Conditions

This is a one time upgrade to the LPRs at the High School.

The annual subscription costs that are due on Nov. 7 2023 for this location are still \$5350.

Please let me know if you have any questions.

SERVIR

740 South Main Street
Mars Hill North Carolina 28754
U.S.A

INVOICE

INV-000044

Balance Due
\$5,350.00

Invoice Date : 07 Nov 2023

Terms : Due on Receipt

Due Date : 07 Nov 2023

Bill To

Madison County Sheriff Department

#	Item & Description	Qty	Rate	Amount
1	DUAL LPR Rekor Scout™ Cloud License with 60 Day Data Retention •Unlimited Cellular Data •Three Year Equipment Warranty •Technical Support •Annual Camera Lens Cleaning	1.00	5,000.00	5,000.00

Sub Total 5,000.00

State and Local Tax (7%) 350.00

Total \$5,350.00**Balance Due \$5,350.00****Notes**

This is for the High School location.

Thank you for your business.

4910

Cameras at high school

SERVIR

740 South Main Street
Mars Hill North Carolina 28754
U.S.A

INVOICE

INV-000054

Balance Due
\$4,815.00

Invoice Date : 23 May 2024

Terms : Net 15

Due Date : 07 Jun 2024

P.O.# : EXIT 3 - HWY 23

Bill To
Madison County Sheriff Department

Subject :
EXIT 3 - HWY 23

#	Item & Description	Qty	Rate	Discount	Amount
1	DUAL LPR - One Year Subscription with option to renew - Includes Rekor Scout Software - Includes Cellular Internet Service - Includes NC NCIC Database Daily Sync - Includes Technical Support - 3 year warranty on equipment - Power provided by BP Gas Station	1.00	5,000.00	500.00	4,500.00
2	SURVEYOR - Third camera installed above DUAL LPR to capture entire scene for additional surveillance - Free trial for the Sheriff Dept at this location only - 16MP 180° Panoramic - 512 GB SD Card	1.00	0.00	100.00%	0.00

Sub Total 4,500.00

State and Local Tax (7%) 315.00

Total \$4,815.00**Balance Due \$4,815.00****Notes**

EXIT 3 / HWY 23

Terms & Conditions

First year \$4500 with an option to renew. Subsequent renewals are \$5000 per year.

POWERED BY



SERVIR

740 South Main Street
Mars Hill North Carolina 28754
U.S.A

INVOICE

INV-000052

Balance Due
\$5,350.00

Bill To
Madison County Sheriff Department

Invoice Date : 05 Apr 2024

Terms : Net 30

Due Date : 05 May 2024

#	Item & Description	Qty	Rate	Amount
1	DUAL LPR - One Year Subscription with option to renew - Includes Rekor Scout Software - Includes Cellular Internet Service - Includes NC NCIC Database Daily Sync - Includes Technical Support - 3 year warranty on equipment - Power provided by Madison County	1.00	5,000.00	5,000.00

Sub Total 5,000.00

State and Local Tax (7%) 350.00

Total \$5,350.00**Balance Due \$5,350.00**

Notes

HOT SPRINGS LPR



Madison County
REQUEST TO ISSUE CHECK

Date: 11/7/2024

It is requested that a check in the amount of: \$5,350.00

be issued to:

Issue Check To:	SERVIR
Address:	740 South Main Street
City, State & Zip:	Marsh Hill, NC 28754
Additional Info:	

in payment of:

Madison County Sheriff's Office - Invoice #000063 - 1 Dual LPR PO #20251051
--

LINE ITEM DESCRIPTION	CHARGE TO: LINE CODE	Charge Amount
Dues, Subscriptions	10.4310.4910	\$5,350.00
TOTALS:		\$5,350.00

Signature of Person Requesting Fund

Approved:

Sheriff
Department

11/19/2024

Date

Bradley

Department Head Signature

Finance Director/County Manager

SERVIR

740 South Main Street
Mars Hill North Carolina 28754
U.S.A

INVOICE

INV-000063

Balance Due
\$5,350.00

Bill To
Madison County Sheriff Department

Invoice Date : 07 Nov 2024
Terms : Net 30
Due Date : 07 Dec 2024

#	Item & Description	Qty	Rate	Amount
1	DUAL LPR	1.00	5,000.00	5,000.00
	Rekor Scout™ Cloud License with 60 Day Data Retention			
	•Unlimited Cellular Data			
	•Three Year Equipment Warranty			
	•Technical Support			
	•Annual Camera Lens Cleaning			

Sub Total	5,000.00
State and Local Tax (7%)	350.00
Total	\$5,350.00
Balance Due	\$5,350.00

Notes
Thanks for your business.

Madison County Finance

Purchase Order

Purchase Order

20251051

PO Type: Regular
PO Date: 11/14/2024
Req. #:
Req. Date: 11/14/2024

Ship To:

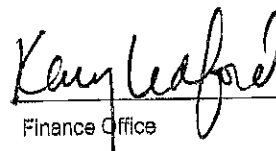
Ordering Unit:

Vendor #: 11838
SERVIR
740 SOUTH MAIN ST
MARS HILL NC 28754

Qty.	Unit	Mfg #	Description	Unit Price	Total
1.0000			LICENSE	5,350.00	5,350.00
	Fund/Acct	10 4310.4910	DUES, SUBSCRIPTIONS, C	5,350.00	

This instrument has been Pre-Audited in the manner required by the
Local Government Budget and Fiscal Control Act

Total: 5,350.00


Finance Office

11/14/24

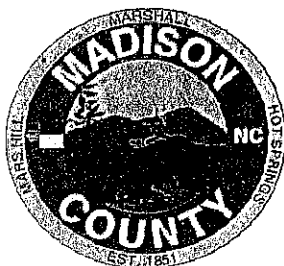
Date



County Manager

Date

Finance Office Copy



Madison County
REQUEST TO ISSUE CHECK

Date: 12/13/2024

It is requested that a check in the amount of: **\$3,210.00**

be issued to:

Issue Check To:	SERVIR
Address:	740 South Main Street
City, State & Zip:	Mars Hill, NC 28754
Additional Info:	

in payment of:

Madison County Sheriff's Office - Invoice #000066 PO #20250177

LINE ITEM DESCRIPTION	CHARGE TO: LINE CODE	Charge Amount
Dues, Subscriptions	10 4310 4910	\$3,000.00
	10 1232 0010	\$142.50
	10 1232 0020	\$67.50
TOTALS:		\$3,210.00

Signature of Person Requesting Fund

1/7/2025

Date

Approved:

Sheriff
Department



Department Head Signature

Finance Director/County Manager

Madison County Finance

Purchase Order

Purchase Order

20250177

Ship To:

PO Type: Regular
PO Date: 1/06/2025
Req. #:
Req. Date: 1/06/2025

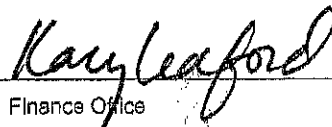
Ordering Unit:

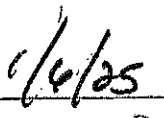
Vendor #: 11838
SERVIR
740 SOUTH MAIN ST
MARS HILL NC 28754

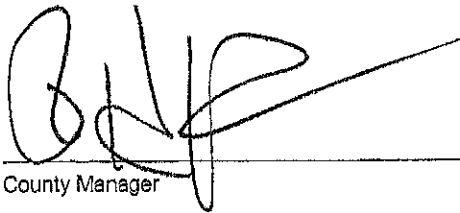
Qty.	Unit	Mfg #	Description	Unit Price	Total
1.0000			HWY 19 W	3,000.00	3,000.00
	Fund/Acct	10 4310.4910	DUES, SUBSCRIPTIONS, C	3,000.00	

This Instrument has been Pre-Audited in the manner required by the
Local Government Budget and Fiscal Control Act

Total: 3,000.00


Finance Office


Date


County Manager

Date

Finance Office Copy

SERVIR

740 South Main Street
Mars Hill North Carolina 28754
U.S.A

INVOICE

INV-000066

Balance Due
\$3,210.00

Invoice Date : 13 Dec 2024

Terms : Net 15

Due Date : 28 Dec 2024

P.O.# : Highway 19 West

Bill To
Madison County Sheriff Department

Subject :
Highway 19 West

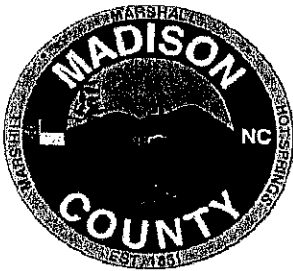
#	Item & Description	Qty	Rate	Amount
1	SINGLE LPR - One Year Subscription with option to renew - Includes Rekor Scout Software - Includes Cellular Internet Service - Includes NC NCIC Database Daily Sync - Includes Technical Support - 3 year warranty on equipment - Power provided by French Broad Electric	1.00 pcs	3,000.00	3,000.00
Sub Total				3,000.00
State and Local Tax (7%)				210.00
Total				\$3,210.00
Balance Due				\$3,210.00

Notes

Looking forward for your business.

Payment Options**Terms & Conditions**

First year \$3000 with an option to renew. Subsequent renewals are \$3000 per year.



Madison County
REQUEST TO ISSUE CHECK

Date: 4/5/2025

It is requested that a check in the amount of: **\$5,350.00**

be issued to:

Issue Check To:	SERVIR
Address:	740 South Main Street
City, State & Zip:	Mars Hill, NC 28754
Additional Info:	

in payment of:

Madison County Sheriff's Office - Invoice #000071 - PO #20250255

LINE ITEM DESCRIPTION	CHARGE TO: LINE CODE	Charge Amount
Dues, Subscriptions	10.4310.4910	\$5,000.00
	10.1232.0010	\$237.50
	10.1232.0020	\$112.50
TOTALS:		\$5,350.00

Signature of Person Requesting Fund

4/22/2025

Date

Approved:

Sheriff
Department

[Signature]

Department Head Signature

Finance Director/County Manager

Madison County Finance
Purchase Order

Purchase Order

20250265

Ship To:

PO Type: Regular
PO Date: 4/22/2025
Req. #:
Req. Date: 4/22/2025

Ordering Unit:

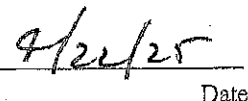
Vendor #: 11838
SERVIR
740 SOUTH MAIN ST
MARS HILL NC 28754

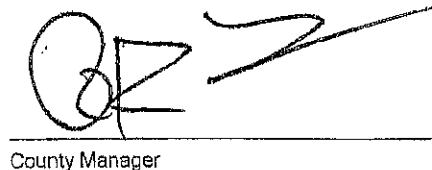
Qty.	Unit	Mfg #	Description	Unit Price	Total
1.0000			DUAL LPR	5,000.00	5,000.00
	Fund/Acct	10	4310.4910 DUES, SUBSCRIPTIONS, C	5,000.00	

This instrument has been Pre-Audited in the manner required by the
Local Government Budget and Fiscal Control Act

Total: 5,000.00


Finance Office


Date


County Manager

Date

Finance Office Copy

SERVIR

740 South Main Street
Mars Hill North Carolina 28754
U.S.A

INVOICE

INV-000071

Balance Due
\$5,350.00

Bill To
Madison County Sheriff Department

Invoice Date : 05 Apr 2025

Terms : Net 30

Due Date : 05 May 2025

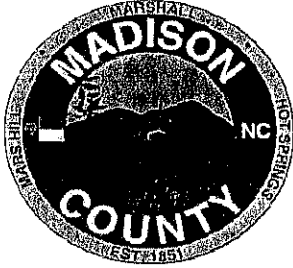
Subject :
Hot Springs Dual LPR

#	Item & Description	Qty	Rate	Amount
1	DUAL LPR - One Year Subscription with option to renew - Includes Rekor Scout Software - Includes Cellular Internet Service - Includes NC NCIC Database Daily Sync - Includes Technical Support - 3 year warranty on equipment - Power provided by*	1.00	5,000.00	5,000.00
Sub Total				5,000.00
State and Local Tax (7%)				350.00
Total				\$5,350.00
Balance Due				\$5,350.00

Notes

Includes 1st year intro rate.

Thanks for your business.



Madison County
REQUEST TO ISSUE CHECK

Date: 5/23/2025

It is requested that a check in the amount of: \$5,350.00

be issued to:

Issue Check To:	SERVIR
Address:	740 South Main Street
City, State & Zip:	Mars Hill, NC 28754
Additional Info:	

in payment of:

Madison County Sheriff's Office - Invoice #73 (Exit 3/Hwy 23 LPR)

LINE ITEM DESCRIPTION	CHARGE TO: LINE CODE	Charge Amount
Contracts/Subscriptions	10.4310.4910	\$5,000.00
	10.1232.0010	\$237.50
	10.1232.0020	\$112.50
TOTALS:		\$5,350.00

Signature of Person Requesting Fund

5/28/2025

Date

Approved:

Sheriff
Department

B Harwood/dr

Department Head Signature

Finance Director/County Manager

SERVIR

740 South Main Street
Mars Hill North Carolina 28754
U.S.A

INVOICE

INV-000073

Balance Due

\$5,350.00

Invoice Date : 23 May 2025

Terms : Net 15

Due Date : 07 Jun 2025

Bill To
Madison County Sheriff Department

Subject :

Exit 3 / HWY 23 LPR

#	Item & Description	Qty	Rate	Amount
1	DUAL LPR - One Year Subscription with option to renew - Includes Rekor Scout Software - Includes Cellular Internet Service - Includes NC NCIC Database Daily Sync - Includes Technical Support - 3 year warranty on equipment - Power provided by Gas Station	1.00	5,000.00	5,000.00
2	SURVEYOR	1.00	0.00	0.00
Sub Total				5,000.00
State and Local Tax (7%)				350.00
Total				\$5,350.00
Balance Due				\$5,350.00

Notes

Thanks for your business.

Payment Options



Cross Reference Report

By Vendor Number

3:53PM

Page 1 of 2

Inv. Number	Inv. Date	Amount	Comm Code	Description	Check Amount	Check Number	Check Date
Vendor No: 000022	SERVIR						
	11/7/2022	5,350.00		MCSO	5,350.00	196245	11/17/2022
	Fund	Account Number		Account Description	Dist. Amount		
	10	1232.0010		STATE SALES TAX	237.50		
000031	10	1232.0020		LOCAL SALES TAX	112.50		
	10	4310.4910		DUES, SUBSCRIPTIONS, CONTRACTS	5,000.00		
	Fund	Account Number		Account Description	Dist. Amount		
	10	1232.0010		STATE SALES TAX	213.75		
06202023	10	1232.0020		LOCAL SALES TAX	101.25		
	10	4310.4910		DUES, SUBSCRIPTIONS, CONTRACTS	4,500.00		
	Fund	Account Number		Account Description	Dist. Amount		
	10	4310.4910		DUES, SUBSCRIPTIONS, CONTRACTS	1,000.00		
000044	11/7/2023	5,350.00		SHERIFF	5,350.00	201198	12/7/2023
	Fund	Account Number		Account Description	Dist. Amount		
	10	1232.0010		STATE SALES TAX	237.50		
	10	1232.0020		LOCAL SALES TAX	112.50		
000054	5/23/2024	4,815.00		EXIT 3/HWY 23	4,815.00	203605	6/19/2024
	Fund	Account Number		Account Description	Dist. Amount		
	10	4310.4910		DUES, SUBSCRIPTIONS, CONTRACTS	4,815.00		
	Fund	Account Number		Account Description	Dist. Amount		
000052	5/23/2024	5,350.00		SHERIFF'S OFFICE - HOT SPRINGS CAMERA	5,350.00	203866	7/11/2024
	Fund	Account Number		Account Description	Dist. Amount		
	10	4310.4910		DUES, SUBSCRIPTIONS, CONTRACTS	5,350.00		
	Fund	Account Number		Account Description	Dist. Amount		
63	11/18/2024	5,350.00		LICENSE	5,350.00	205362	11/21/2024
	Fund	Account Number		Account Description	Dist. Amount		
	10	4310.4910		DUES, SUBSCRIPTIONS, CONTRACTS	5,350.00		
	Fund	Account Number		Account Description	Dist. Amount		
66	1/10/2025	3,210.00		HWY 19	3,210.00	206026	1/16/2025
	Fund	Account Number		Account Description	Dist. Amount		
	10	1232.0010		STATE SALES TAX	142.50		
	10	1232.0020		LOCAL SALES TAX	67.50		
71	4/15/2025	5,350.00		DUES	3,000.00	207539	5/1/2025
	Fund	Account Number		Account Description	Dist. Amount		
	10	1232.0010		STATE SALES TAX	237.50		
	10	1232.0020		LOCAL SALES TAX	112.50		

Cross Reference Report

3:53PM

By Vendor Number

Inv. Number	Inv. Date	Amount	Comm Code	Description	Check Amount	Check Number	Check Date
73	5/23/2025	5,350.00		SHERIFF	5,350.00	207957	6/2/2025
	Fund	Account Number		Account Description	Dist. Amount		
	10	1232.0010		STATE SALES TAX	237.50		
	10	1232.0020		LOCAL SALES TAX	112.50		
	10	4310.4910		DUES, SUBSCRIPTIONS, CONTRACTS	5,000.00		
Total for Vendor:					45,940.00		
Grand Total:					45,940.00		

EXHIBIT B

UNC Greensboro-Rekor Master Subscription Agreement (2021)
and Rekor purchase orders & invoices, FY2021–2026



Contract Number: 008055

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “**Agreement**”) is dated as of 7/16/2021 (the “**Execution Date**”), effective as of 7/16/2021 (the “**Effective Date**”), and is made by (i) Rekor Recognition Systems, Inc. (“**Rekor**” or “**Provider**”), with an address of 7172 Columbia Gateway Drive, Suite 400, Columbia, MD 21046 and (ii) UNC Greensboro (“**User**”), with an address of 1400 Spring Garden Street Greensboro NC 27412. Each of Rekor and User is referred to herein as a “**Party**” and collectively, the “**Parties**”.

A. Provider provides the following equipment and services and offers the following programs (each a “**Service**” and together the “**Services**”).

B. User desires to engage Provider to implement, operate and provide the following Services to User, as User has selected and indicated below, in accordance with the terms and conditions associated and applicable to each Service.

For and in consideration of, and conditioned on, the covenants, terms and conditions stated and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. **SOFTWARE LICENSE SUBSCRIPTION.** Rekor licenses software to be installed and operated on User’s equipment (the “**Software License**”), which includes a collection of computer object code, documentation, precompiled binaries, software libraries, APIs, Software Development Kits (SDK) and run time data used by the application code (the “**Software**”) to end-users in order to analyze video stream data and perform various calculations and outputs. Specific software applications are further described on each schedule executed from time to time by Provider and User in a form acceptable to Provider (each a “**Software License Subscription Schedule**”), the form of such Software License Subscription Schedule attached hereto as **Exhibit A**.



By checking this box, User desires to license from Rekor, and Rekor shall grant to User, solely for User’s own internal use, a non-transferable, non-assignable, non-exclusive license to use the Software in accordance with the commercial specifications as noted in **Exhibit A**, and the common terms and conditions set forth in **Exhibit C** and those specifically noted in **Exhibit B** as Software License Terms and Conditions.

By licensing the Software and executing this Agreement, User acknowledges receipt of the Software License Terms and Conditions and agrees to the Software License Terms and Conditions, which are hereby incorporated into this Agreement in their entirety.

2. **COMMON TERMS AND CONDITIONS.** Terms and conditions that are common to all Services within this Agreement are further described in **Exhibit C**.

EXHIBIT A

SOFTWARE LICENSE SUBSCRIPTION SCHEDULE

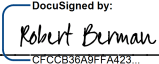
Software License Subscription Schedule dated as of 7/16/2021 (the “**Software License Subscription Schedule**”) to Master Subscription Agreement, effective as of 7/16/2021, between Rekor Recognition Systems, Inc. (“**Rekor**”) with an address of 7172 Columbia Gateway Drive, Suite 400, Columbia, MD 21046 and UNC Greensboro (“**User**”), with an address of 1400 Spring Garden Street Greensboro, NC 27412, to be effective as of 7/16/2021 (the “**Effective Date**”).

1. This Software License Subscription Schedule is entered into pursuant to the Agreement. Except to the extent expressly modified hereby, the Parties hereto by their execution and delivery hereof, reaffirm and incorporate herein by reference all of the terms, covenants and conditions of said Agreement as if such terms, covenants and conditions were fully set forth in this Software License Subscription Schedule. All of the capitalized words used herein shall have the meanings ascribed to them in the Agreement unless otherwise expressly stated herein or therein.
2. Term: 12 Months
3. Expiration Date: June 15, 2022
4. Software Description: Rekor Scout Licenses
5. Quantity of Licenses: 16
6. Annual Subscription Payment: \$9,408.00
7. Additional Notes/Conditions: NA
8. Counterparts. This Software License Subscription Schedule may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Software License Subscription Schedule delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Software License Subscription Schedule.

The Parties have caused this Software License Subscription Schedule to be executed by their duly authorized representatives as of the date first written above.

PROVIDER:

REKOR RECOGNITION SYSTEMS, INC.

By:  _____
DocuSigned by:
CFCCB38A9FFA423...

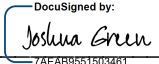
Printed name: Robert Berman

Title: CEO

Email: rberman@rekor.ai

Phone: 410-762-0800

USER: UNC Greensboro

By:  _____
DocuSigned by:
7AEAB9551503461...

Printed name: Joshua Green

Title: Technical Analyst

Email: jagreen@uncg.edu

Phone: 336-334-5963

EXHIBIT B

SOFTWARE LICENSE TERMS AND CONDITIONS

1. **Term.** The term of the Software License Subscription Schedule shall begin on the Effective Date, and unless earlier terminated in accordance with Exhibit C, Section 13, shall continue until the Expiration Date set forth in Exhibit A-3.
2. **Software License Grant.** Provider hereby grants to User, solely for User's own internal use, a non-transferable, non-assignable, non-exclusive license to use the software described herein (the "**Software**") and provided by Provider to User. The User shall use the Software exclusively for the operation of the Equipment and shall not copy the Software in any form, whether in whole or in part, and shall not incorporate the Software, whether in whole or in part, or the Software's code, into any product for distribution or use by any third party. Except for the rights enumerated in the Agreement, the license hereby granted to User does not include a grant to User of any other rights to, title, ownership, security interest, or other interest, in any intellectual property of Provider. The Software includes a collection of computer object code, documentation, precompiled binaries, and run time data used by the application code in order to analyze video stream data and perform various calculations and outputs.
3. **Title to Software.** The Software and all programs developed hereunder are proprietary to Provider. Provider shall retain exclusive right, ownership, title and interest in and to the Software, including all intellectual property rights. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at User's request are and shall remain in Provider. User agrees to secure and protect each module, software product and documentation thereof in a manner consistent with the maintenance of Provider's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder. User agrees not to modify the software or create derivative products. Violation of any provision of this Section 3 shall be the basis for immediate termination of the Agreement.
4. **Software Ownership.** Provider represents that it is the owner of the Software and all portions thereof and that it has the right to modify same and to grant User a license for its use.
5. **Updates and Use.** Provider may provide User, from time to time, with updates (including minor adaptations, patches and bug fixes). User hereby warrants to keep the Software up-to-date and install all relevant updates. However, nothing in the Agreement shall require Provider to provide updates, fixes or upgrades. User shall limit the use of the Software to its employees who have been appropriately trained.
6. **Equipment Use Restriction.** User agrees not to use the Software on a camera manufactured by companies headquartered in the People's Republic of China ("Prohibited Camera"). User agrees that Provider is not responsible for damages and losses arising out of User's use of the Software on a Prohibited Camera. Violation of any provision of this Section (6) shall be the basis for immediate termination of this Agreement.
7. **Warranty.**

- a. Provider warrants that the Software will conform, as to all substantial operational features, to Provider's current published specifications when installed and will be free of defects which substantially affect system performance.
- b. User must notify Provider in writing, within 7 days of delivery of the Software to the User (not including delivery of any subsequent modifications to the Software), of its claim of any such defect. If the Software is found defective by Provider, Provider's sole obligation under this warranty is to remedy such defect in a manner consistent with Provider's regular business practices.
- c. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY PROVIDER. PROVIDER MAKES AND USER RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THE AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF PROVIDER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE. EXCEPT AS PROVIDED FOR IN THIS SECTION (7), THE USER ACCEPTS THE SOFTWARE AS-IS AND WITH ALL FAULTS.
- d. Modifications to the Software are strictly prohibited as is the creation of any derivative product. If any modifications are made to the Software by User during the warranty period, this warranty shall immediately be terminated. Correction for difficulties, defects or damages traceable to User's errors or systems changes shall be billed at Provider's standard time and material charges.
- e. User shall provide Provider details regarding any bug, defect or failure in the Software promptly and with no delay from such event. User shall also comply with Provider's request for information regarding bugs, defects or failures and furnish with information and try to reproduce such bugs, defects or failures.

EXHIBIT C

COMMON TERMS AND CONDITIONS

The following terms apply to all Services noted within the Agreement. Terms specific to individual Services are noted within the associated exhibits as defined above.

1. **Data Rights:** The data, images, and video produced from using the Services is the “Operational Data.” Except as may be stated to the contrary in the Rekor Privacy Policy, User retains all rights and ownership in your Operational Data, and we do not claim any ownership rights in your Operational Data. User acknowledges and agrees that Provider may use the Operational Data for: a) facilitating sharing of the Operational Data with other governmental or quasi-governmental agencies, and b) training and performance enhancement of Provider’s AI system. The data, images, and video produced from using the Services, where the license plate characters have been removed, is the “De-Identified Data”. User acknowledges and agrees that Provider may use the De-Identified Data for: a) statistical, volume, and flow analysis, and b) sharing with other governmental or quasi-governmental agencies, or commercial entities. User must inform Provider in writing before using the Services if the laws of the jurisdiction in which you use the Services restrict the use of Operational Data or De-Identified Data for the purposes defined in this Section 1.
2. **Term:** The term of the Agreement shall begin on the Effective Date, and unless earlier terminated in accordance with Section 12, shall continue until the latest expiration date of all schedules (each, a “Schedule” and collectively, the “Schedules”) in effect, (the “Term”).
3. **Payments.** During the period in which the Agreement and each Schedule is effective, the User shall deliver to the Provider payments of the amount and frequency set forth in the related Schedule (the “Payments”). The first Payment shall be due on the Effective Date. The Payments are due whether or not the User has received notice that a Payment is due.
4. **Notices:** All notices, requests, consents, claims, waivers and other communications (collectively, “Notices”) hereunder shall be sent to the addresses set forth in the preamble of the Agreement and/or email set forth on the signature page to the Agreement or such other addresses and/or email as a Party gives from time to time. All Notices shall be deemed to have been given (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email, if sent during normal business hours of recipient, and on the next business day if sent after normal business hours of recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. All Notices hereunder may be given by any other means, but shall not be deemed to have been duly given unless and until it is actually received by the intended recipient.
5. **Entire Agreement and Modification:** The Agreement (including the Schedules, Annexes and Exhibits hereto, and the provisions incorporated by reference herein) constitutes the entire agreement and understanding among the Parties hereto with respect to the subject

matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter in any way to the subject matter hereof or thereof. No modification, waiver or amendment of the Agreement shall be effective unless in writing and signed by both Parties. The Agreement replaces any and all prior agreements between the Parties with respect to its subject matter. Waiver by a Party of any provision of the Agreement does not constitute, and is not to be construed as constituting, a waiver of such provision (or any other provision) at any other time.

6. Governing Law: The Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without application of any principle of Maryland law which would require that the Agreement be governed and construed by the laws of any other jurisdiction.
7. Press Release and User List Reference: Rekor and its subsidiaries (collectively, “**Rekor**”) are each permitted to issue a press release announcing that User has retained Rekor to provide the Services. Rekor may reference User and generally describe the nature of the Agreement in Rekor’s promotional materials, presentations, and proposals to current and prospective Users.
8. Service Charge; Fees: If any payment is not paid within five (5) days after the due date, User shall pay to Provider a service charge of 5% of the payment due per month which shall accrue each month until the outstanding balance is paid in full. User acknowledges that its ability to access the Services may require the payment of third party fees and that User is responsible for paying such fees.
9. Collection Costs: If User fails to make any payments due under the Agreement and Provider retains the services of a collection agency or an attorney to collect such amounts, User agrees to promptly pay to Provider all reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorney’s fees, and court costs.
10. Tax. User shall pay all taxes, including any applicable sales or use tax, and all other fees or charges on or arising out of the Provider’s delivery of Services or Equipment to the User; however, the User will not pay any federal or state income taxes, franchise taxes, or any other taxes imposed on the Provider’s net income.
11. Confidentiality: User agrees that it shall not disclose to any third party any information concerning the trade secrets, methods, processes or procedures or any other confidential, financial or business information of Provider which should be reasonably understood to be confidential or non-public, whether or not such information is marked confidential, which User learns, directly or indirectly, or which is made available to User, as a result of the Agreement, without Provider’s prior written consent. User shall promptly notify Provider in the event User becomes aware of any actual or purported loss or disclosure of any information covered by the prior sentence. If User is required by a legal or administrative process, including but not limited to, applicable law, regulation, order, or similar process, to disclose any information covered by the first sentence of this Section 11, User shall promptly notify Provider of such requirement (if such notification can be made without violating the terms of such required disclosure), so that Provider may seek an appropriate protective order or waive compliance with the Agreement. User agrees not to oppose any

effort by Provider to resist or narrow such requirement or to seek a protective order or other appropriate remedy. If, in the absence of a protective order or the receipt of a waiver hereunder, User is, in the opinion of its legal counsel, required to disclose such information, Recipient may disclose only such information to the party requiring disclosure as is required by law, regulation, order, or similar process. In connection with such required disclosure, User shall use its reasonable efforts, at Provider's request and expense, to obtain from the party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the information as is disclosed.

12. Default: The occurrence of any of the following shall constitute an event of default under the Agreement ("Event(s) of Default"):

- a. The failure to make a required payment under the Agreement and each related Schedule when due.
- b. The violation of any provision or requirement under the Agreement (other than making required payments) that is not corrected within ten (10) days after notice of the violation is given.
- c. The insolvency of User.
- d. The voluntary or involuntary commencement of a proceeding in bankruptcy or receivership against User or its property; a general assignment for the benefit of creditors by User or if User enter into an agreement or composition with its creditors; if User is dissolved or otherwise discontinued; or if User ceases doing business as a going concern.
- e. The subjection of any of User's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.
- f. The existence of any encumbrance on the Equipment or Software that has not been approved by Provider in writing.
- g. If any application, certificate, statements, trade references, representations and/or financial reports furnished by User and submitted to Provider proves to be false in any material respect.

13. Rights on Default: Upon the occurrence of any Event of Default, Provider may, after any applicable cure period, without further notice to User, and in Provider's sole discretion, exercise any one or more of the following remedies:

- a. Declare User's obligations hereunder immediately due and payable and recover as liquidated damages and not as a penalty an amount equal to: (i) reasonable attorneys' fees; plus (ii) in the event of damage or destruction and loss of the Equipment, either the cost of all repairs needed to correct the damage; less (iii) net proceeds of the disposition of the Equipment, if any; plus (iv) all expenses as are incurred in repossession, repair, refurbishment, seizure, storage, sale or reletting of the Equipment or of other collateral and any charges, costs, expenses, interest or penalties properly assessable against User pursuant to the provisions of the Agreement or any other agreement(s) between the parties;

- b. enforce performance by User of the applicable covenants and terms of the Agreement or recover damages for the breach thereof;
- c. terminate the Agreement and each related Schedule, terminate the licenses and take possession of the Equipment and Software and associated documentation, with or without demand or notice to User and without order of court or other legal process, and without incurring any liability to User for any damages incurred by reason of such taking, USER HEREBY WAIVES ANY AND ALL RIGHTS TO PRIOR NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF THE EQUIPMENT BY PROVIDER; and/or
- d. any other remedies available in law or at equity.

No failure or delay on the part of Provider to exercise any remedy hereunder shall operate as a waiver. No express or implied waiver by Provider of any default shall constitute a waiver of any other default by User or waiver of Provider's rights. No remedy is intended to be exclusive, but each shall be cumulative and concurrent to the extent permitted by law and shall be in addition to any other remedy otherwise available to Provider at law or in equity.

- 14. Effect of Termination:** Expiration, termination or cancellation of the Agreement and related Schedules shall not affect rights, obligations or liabilities of the parties which accrue prior to such expiration, termination or cancellation. Upon expiration, termination or cancellation of the Agreement, all rights, licenses and authorizations granted to User hereunder will immediately terminate and User will (a) immediately cease all use of and other activities with respect to the Equipment and Software; (b) within 15 days deliver to Provider all Equipment and Software at User's expense, or upon request by Provider destroy the Software, and permanently erase from all devices and systems User directly or indirectly controls, the Software, including all documents, files, and tangible materials containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials; and (c) certify to Provider in a signed written instrument that it has complied with the requirements of this Section 14. The provisions of Sections 1, 4 – 6, 7, 9 – 11, 14 – 22 of this Exhibit C shall survive termination of the Agreement and related Schedules.
- 15. Log-In Information; Individual Use:** To gain access to and use the Services, User may be required to create a username and password or other log-in ID and password ("Log-In Information"). User is responsible for all activity occurring under its Log-In Information, and User must keep its Log-In Information confidential and not share such Log-In Information with other individuals or third parties other than those with a business need to know. Provider has no obligation or responsibility with regard to User's use, disclosure, or management of Log-In Information. Provider may require User to change its Log-In Information if such Log-In Information is inconsistent with the terms of the Agreement. Notwithstanding anything set forth in the Agreement to the contrary, Provider makes Services available to User for only its use and not for use by any third party.
- 16. No Assignment, Sublease or Sublicense by User:** User shall not assign, sublet or sublicense any interest in the Agreement, the Equipment or Software, or permit the Equipment or

Software to be used by anyone other than User or User's employees, without Provider's prior written consent.

17. Investigations: If Provider becomes aware of any possible violations by User of any provision of the Agreement, Provider reserves the right to investigate such violations. If, as a result of such investigation, Provider believes that criminal activity has occurred, Provider reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable law, Provider is entitled to disclose any information in Provider's possession in connection with User's use of the Equipment and Software, and under any provision of the Agreement, to (a) comply with applicable law, legal process or governmental request; (b) enforce the Agreement; (c) respond to any claims or rights of third parties; (d) respond to User's requests for customer services; or (e) protect the rights, property or personal safety of Provider, its users or the public, and law enforcement or other government officials, as Provider in its sole discretion believes to be necessary or appropriate. User is solely responsible for its familiarity and compliance with any laws that may prohibit User from participating in or using any part of the Services
18. Submission to Jurisdiction; Consent to Service of Process; Waiver of Jury Trial: Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts of the State of Maryland for the purposes of any suit, action or other proceeding arising out of or relating to the Agreement and agrees that all claims in respect of the suit, action or other proceeding may be heard and determined in any such court. Each Party agrees to commence any such suit, action or other proceeding either in the state or federal courts of the State of Maryland. Each Party waives any defense of improper venue or inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served in the manner provided for the giving of notices in Section 4. Nothing in this Section 18, however, shall affect the right of any Party to serve legal process in any other manner permitted by law or at equity. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT.
19. Severability: If any portion of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. Exhibits; Schedules: Except to the extent expressly modified by the Agreement, the Parties by their execution and delivery hereof, affirm and incorporate herein by reference all of the terms, covenants and conditions of the Exhibits, Schedules and terms and conditions expressly referenced herein as if such terms, covenants and conditions were fully set forth in the Agreement.

- 21. Relationship of the Parties:** Provider (and any affiliate thereof providing Services hereunder) is an independent contractor and service provider to User, and the Agreement shall not be deemed to establish a joint venture, partnership, association or fiduciary or similar relationship between Provider or any affiliate thereof, on the one hand, and User or any affiliate thereof, on the other hand, for United States tax purposes or for any other purpose.
- 22. Further Assurances:** The Parties shall furnish upon request to each other further information, execute and deliver to each other documents, and do other acts and things, all as another party may reasonably request for the purpose of giving effect to the intent or express terms of the Agreement and the documents referred to in the Agreement; provided, that no party shall be obligated to incur any material liability, expense or obligation pursuant to this Section 22 without its consent.
- 23. Counterparts:** The Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail or other mean of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

Reese Camera Fund

\$3322

\$1382

\$4704

Customer Number: C-01112

Rekor Recognition Systems, Inc.-Internet 7172 Columbia Gateway
Drive, Suite 400 Columbia, MD 21046 (410) 762-
0800 <https://rekorsystems.com>

Customer Name: UNC Greensboro

Invoice Number: CP-20200512084819114

Invoice Date: 5/12/2020 11:48:19 AM -04:00

Due On: 5/13/2020 3:00:00 AM -04:00

Description: SEND EMAIL INVOICE

Item	Display Name	Price	Quantity	Discount	Extended
WCH-BAS-1Y	Rekor Watchman Commercial (1-YR)	588	8	0	4704

Total: \$4704.00

Payment Information

Authorization Number
Account Number
Card Type
Account/Card Holder Name

Timothy W Reese

AVS
CVV
Transaction Type:
Entry Method:

N
M
Sale
Keyed w/ Security

License Plate Reader - Software

Dept Ver

Rekor Recognition Systems, Inc.-Internet 7172 Columbia Gateway Drive, Suite 400 Columbia, MD 21046 (410) 762-0800 <https://rekorsystems.com>

Customer Number: C-01112

Customer Name: UNC Greensboro

Invoice Number: CP-20200601082439327

Invoice Date: 6/1/2020 11:24:46 AM -04:00

Due On: 6/2/2020 3:00:00 AM -04:00

Description: SEND EMAIL INVOICE

Item	Display Name	Price	Quantity	Discount	Extended
WCH-BAS-1Y	Rekor Watchman Commercial (1-YR)	588.00	2	0.00	1176.00
Total:		\$1176.00			

Payment Information

Card Type Visa
Account/Card Holder Name Timothy W Reese
AVS N
CVV M
Transaction Type: Sale
Entry Method: Keyed w/ Security

T.W. Reese, CFCE, EnCE
Sergeant
UNC Greensboro Police Department
Technical Services Unit
1200 West Gate City Blvd, Greensboro, NC 27403
Office (336) 334-4123
<http://police.uncg.edu>

Lic Plate Reader



INVOICE

Rekor Recognition Systems, Inc.

INVOICE #: INV-0001498

DATE: 07/21/2021

7172 Columbia Gateway Drive, Ste 400
Columbia, MD 21046
Phone 410-762-0800 Fax 410-921-7818
VAshwath@rekor.ai

BILL TO: UNC Greensboro
PO Box 26170
Greensboro, NC 27402

SHIP TO: SHIPTOUNC Greensboro
1400 Spring Garden Street
Greensboro, NC 27412

REFERENCE #	SHIPPING METHOD	PAYMENT TERMS	DUE DATE
PO0060115		Net 30	08/20/2021

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
WCH-BAS-1Y	Rekor Scout Commercial (1-YR)	Each	16	\$588.00	\$9,408.00
				SUBTOTAL	\$9,408.00
				TOTAL	\$9,408.00

For Electronic Payments (preferred):

By Check:

Rekor Recognition Systems, Inc.
Attention: Accounts Receivable
7172 Columbia Gateway Drive, Ste 400
Columbia, MD 21046



Company Address 6721 Columbia Gateway Dr. Suite 400
Columbia, MD 21046
USA

Created Date 5/10/2022
Quote Number 00002922

Prepared By Erik Eckstrand
Email eeckstrand@rekor.ai

Contact Name Joshua Green
Phone (336) 256-1101
Email jagreen@uncg.edu

Bill To Name University of North Carolina Greensboro
Bill To PO Box 26170
Greensboro, NC 27402
USA

Ship To Name University of North Carolina Greensboro
Ship To 1200 W Gate City Blvd
Greensboro, NC 27403
USA

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
RKR-SCT-1Y	Rekor Scout (1 year)	12-month scout software subscription	9.00	\$660.00	\$5,940.00

Totals

Subtotal	\$5,940.00
Discount	0.00%
Total Price	\$5,940.00
Grand Total	\$5,940.00

Signature

- This quote is valid for 10 days from date of issuance
- Payments are due net 45 and payable upon receipt of invoice unless otherwise stipulated.
- Software license key(s) will be issued once payment is received

Signature: _____

Date: _____

Title: _____



Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Apr 21, 2022	P0065200	0
Buyer Information		
Buyer	Phone	Email
Richard Fleming	1-336-334-3078	rrflemin@uncg.edu

Order acceptance instructions:

***ACCEPTANCE of this purchase order indicates vendor's agreement of the current NC Terms & Conditions, which apply to this Purchase Order, are incorporated by reference, and can be found here: <https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>.**

***UNC GREENSBORO is exempt from North Carolina sales tax**

***PO NUMBER is to appear on all related packages, packing slips and invoices.**

***PAYMENT TERMS will be established between the vendor and UNC Greensboro based on the vendor selection provided on the UNCG REQUEST FOR TAXPAYER INFORMATION FORM. For more information about payment options, please visit <https://accountspayable.uncg.edu/>.**

Supplier Information		Delivery Information	
Supplier Name	Rekor Recognition Systems Inc	Delivery Address	
Address	6721 Cloumbia Gateway Dr Suite 400 Columbia, Maryland 21045 United States	UNC Greensboro	
Phone	+1 410-762-0800	Contact Name	Cindy Carrington
F.O.B.	N/A	Phone	+1 336-334-5309
		Email	cawyrick@uncg.edu
		UNCG-Police	
		1200 W Gate City Blvd	
		Greensboro, NC 27403	
		United States	
		ShipTo Address Code	POLI99
		Delivery Information	
		Requested Delivery Date	
		Expedite	No
		Ship Via	Best Carrier-Best Way

Shipping Instructions

Header	***IMPORTANT*** BILLING INFORMATION	Invoices must be sent to Accounts Payable at the billing address below.
POREF	PO#	Purchase Order Number Must Be Referenced on ALL Invoices Presented for Payment.

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	SCOUT Software License- 12 month	RKR-PRO-1Y	EA	1,499.00 USD	7 EA	10,493.00 USD
	Taxable	No				
Shipping, Handling and Tax charges are calculated and charged by each supplier.				Total	10,493.00 USD	

Billing Information		Billing Address	
Charge to PO Listed Above		UNC Greensboro	
Contract		Accounts Payable	
Quote number		preferred: acctpay@uncg.edu	
		UNC Greensboro	
		PO Box 26170	
		Greensboro, NC 27402	
		United States	



Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Jun 15, 2022	P0066401	0
Buyer Information		
Buyer	Phone	Email
Richard Fleming	1-336-334-3078	rrflemin@uncg.edu

Order acceptance instructions:

***ACCEPTANCE of this purchase order indicates vendor's agreement of the current NC Terms & Conditions, which apply to this Purchase Order, are incorporated by reference, and can be found here: <https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>.**

***UNC GREENSBORO is exempt from North Carolina sales tax**

***PO NUMBER is to appear on all related packages, packing slips and invoices.**

***PAYMENT TERMS will be established between the vendor and UNC Greensboro based on the vendor selection provided on the UNCG REQUEST FOR TAXPAYER INFORMATION FORM. For more information about payment options, please visit <https://accountspayable.uncg.edu/>.**

Supplier Information		Delivery Information	
Supplier Name	Rekor Recognition Systems Inc	Delivery Address	
Address	6721 Cloumbia Gateway Dr Suite 400 Columbia, Maryland 21045 United States	UNC Greensboro	
Phone	+1 410-762-0800	Contact Name	Cindy Carrington
F.O.B.	N/A	Phone	+1 336-334-5309
		Email	cawyrick@uncg.edu
		UNCG-Police	
		1200 W Gate City Blvd	
		Greensboro, NC 27403	
		United States	
		ShipTo Address Code	POLI99
		Delivery Information	
		Requested Delivery Date	
		Expedite	No
		Ship Via	Best Carrier-Best Way

Shipping Instructions

Header	***IMPORTANT*** BILLING INFORMATION	Invoices must be sent to Accounts Payable at the billing address below.
POREF	PO#	Purchase Order Number Must Be Referenced on ALL Invoices Presented for Payment.

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	1yr Scuot subscription	RKR-SCT-1Yr	EA	660.00 USD	9 EA	5,940.00 USD
	Taxable	No				
Shipping, Handling and Tax charges are calculated and charged by each supplier.				Total	5,940.00 USD	

Billing Information	Billing Address
Charge to PO Listed Above	UNC Greensboro
Contract <i>no value</i>	Accounts Payable
Quote number	preferred: acctpay@uncg.edu
	UNC Greensboro
	PO Box 26170
	Greensboro, NC 27402
	United States



INVOICE

Rekor Recognition Systems, Inc.

INVOICE #: INV-0003277

DATE: 05/05/2023

6721 Columbia Gateway Drive, Ste 400
Columbia, MD 21046
Phone 410-762-0800 Fax 410-921-7818
VAshwath@rekor.ai

BILL TO: UNC Greensboro
PO Box 26170
Greensboro NC 27402

SHIP TO: UNCG-Police
1200 W Gate City Blvd
Greensboro, NC 27403

REFERENCE #	SHIPPING METHOD	PAYMENT TERMS	DUE DATE
Quote 00004093		Due upon Receipt	05/05/2023

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
RKR-SCT-1Y	Rekor Scout (1 year)	Each	9	\$780.00	\$7,020.00
				Subtotal	\$7,020.00
				Total	\$7,020.00

By Check:

Rekor Recognition Systems, Inc.
Attention: Accounts Receivable
6721 Columbia Gateway Drive, Ste 400
Columbia, MD 21046



INVOICE

Rekor Recognition Systems, Inc.

INVOICE #: INV-0003390

DATE: 05/23/2023

6721 Columbia Gateway Drive, Ste 400
Columbia, MD 21046
Phone 410-762-0800 Fax 410-921-7818
VAshwath@rekor.ai

BILL TO: UNC Greensboro
PO Box 26170
Greensboro NC 27402

SHIP TO: UNCG-Police
1200 W Gate City Blvd
Greensboro, NC 27403

REFERENCE #	SHIPPING METHOD	PAYMENT TERMS	DUE DATE
Quote 00004238		Due upon Receipt	05/23/2023

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
RKR-SCT-1Y	Rekor Scout (1 year)	Each	7	\$780.00	\$5,460.00
				Subtotal	\$5,460.00
				Total	\$5,460.00

By Check:

Rekor Recognition Systems, Inc.
Attention: Accounts Receivable
6721 Columbia Gateway Drive, Ste 400
Columbia, MD 21046



Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
May 16, 2024	P0077435	0
Buyer Information		
Buyer	Phone	Email
<i>no value</i>	<i>no value</i>	<i>no value</i>

Order acceptance instructions:

***ACCEPTANCE of this purchase order indicates vendor's agreement of the current NC Terms & Conditions, which apply to this Purchase Order, are incorporated by reference, and can be found here: <https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>.**

***UNC GREENSBORO is exempt from North Carolina sales tax**

***PO NUMBER is to appear on all related packages, packing slips and invoices.**

***PAYMENT TERMS will be established between the vendor and UNC Greensboro based on the vendor selection provided on the UNCG REQUEST FOR TAXPAYER INFORMATION FORM. For more information about payment options, please visit <https://accountspayable.uncg.edu/>.**

Supplier Information		Delivery Information	
Supplier Name	Rekor Recognition Systems Inc	Delivery Address	
Address	6721 Cloumbia Gateway Dr Suite 400 Columbia, Maryland 21045 United States	UNC Greensboro	
Phone	+1 410-762-0800	Contact Name	Cindy Carrington
F.O.B.	N/A	Phone	+1 336-334-5309
		Email	cawyrick@uncg.edu
		UNCG-Police	
		1200 W Gate City Blvd	
		Greensboro, NC 27403	
		United States	
		ShipTo Address Code	POLI99
		Delivery Information	
		Requested Delivery Date	
		Expedite	No
		Ship Via	Best Carrier-Best Way

Shipping Instructions

Header	***IMPORTANT*** BILLING INFORMATION	Invoices must be sent to Accounts Payable at the billing address below.
POREF	PO#	Purchase Order Number Must Be Referenced on ALL Invoices Presented for Payment.

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Rekor SCOUT 1 Yr Renewal	PSG-SCT-1Y	EA	780.00 USD	16 EA	12,480.00 USD
	Taxable	No				
Shipping, Handling and Tax charges are calculated and charged by each supplier.				Total	12,480.00 USD	

Billing Information	Billing Address
Charge to PO Listed Above	UNC Greensboro
Contract <i>no value</i>	Accounts Payable
Quote number	preferred: acctpay@uncg.edu
	UNC Greensboro
	PO Box 26170
	Greensboro, NC 27402
	United States

EXHIBIT C

North Carolina Security Systems Licensing Board—
Correspondence of Director Paul Sherwin (August 28, 2026)

Subject: Re: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132
Date: Friday, August 28, 2026 at 1:50:34 PM Eastern Daylight Time
From: Sherwin, Paul
To: Mark Williams
Attachments: Outlook-A picture .jpg, Outlook-cidimage00.jpg, Outlook-A picture .gif, Outlook-cidimage00.gif, Flock Safety Registration Roster 8.28.26.csv, LPR complaint 11.11.23 - withdrawn.pdf, Flock Moreno License Application - Redacted.pdf

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Mark,

Thanks for the follow-up. I'm the only person in my office who works on public records requests, so large ones like yours can take a while. I reviewed your original July 15 request, your narrowed July 16 request, and my response and documents I provided on July 17, and here's where I think we are based on your original request.

- A) I've given you what we have, except for the registration files of the 19 employees Flock Safety has registered under its license. These files require extensive redaction to protect sensitive personally identifiable information. Will the attached registered employee roster suffice? Rather than providing the complete application file for each employee?
- B) All documents provided on July 17.
- C) Most documents provided July 17. The emails in (9) are 114 MB and too large to email. I can put them on a flash drive and you can pick it up, or you can arrange for me to "drop" them in a file share system if you have one. You can find (10) online here: <https://www.ncdps.gov/about-dps/boards-and-commissions/alarm-systems-licensing-board/meetings-minutes>
- D) We don't have these records. Use of 3rd-party installers isn't something we track.
- E) Answered on July 17.
- F) See below for specifics. I also attached a complaint we received in 2023 that named a few of the companies. We did not investigate the complaint, due to a lack of specifics and not having a named complainant.
 - a. Rekor, not licensed, no records on file, no complaints
 - b. Verkada, licensed under Dennis Pieta, #625479-CSA, expires 11/30/2027, no complaints
 - c. Motorola, licensed under Robert Tebault, #721547-CAS, expires 7/31/2028, no complaints
 - d. Leonardo, not licensed, no records on file, no complaints
 - e. Plate Ranger, not licensed, no records on file, no complaints
 - f. Axon, not licensed, no records on file, no complaints

The Board does not track which companies provide what kind of services (traditional security, ALPR, etc.) But, reportedly, Hodges Triad Electric was conducting contract work for Flock in 2023. I have no record or memory of what we learned about that.

Thanks, and please let me know if you have additional questions.

Paul Sherwin

Director
NCDPS Private Protective Services
[Security Systems Licensing Board](#)
[Private Protective Services Board](#)

Main Office: 919-788-5320
Direct: 984-220-8625
Cell: 919-218-1549
E-mail: paul.sherwin@ncdps.gov

[3101 Industrial Dr, Suite 104](#)
[Raleigh, NC 27609](#)

From: Mark Williams <mwilliams@ricefamilylaw.com>
Sent: Thursday, August 27, 2026 10:52 PM
To: Sherwin, Paul <paul.sherwin@ncdps.gov>
Subject: Re: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132

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Would you please update me on the status of the production?

Thank you,

~Mark

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RICE LAW, PLLC
RiceFamilyLaw.com



Mark Spencer Williams

Attorney

910.762.3854 Office
910.304.5360 Direct
910.251.6346 Office Fax
910.317.8930 Direct Fax

mwilliams@ricefamilylaw.com

105 N 6th Street, Wilmington, NC 28401

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From: Sherwin, Paul <paul.sherwin@ncdps.gov>

Date: Friday, July 17, 2026 at 10:54 AM

To: Mark Williams <mwilliams@ricefamilylaw.com>

Subject: Re: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132

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Mark,

Sure, I can provide records on a rolling basis.

For starters, I've attached the two complaints from 2022 that initiated the Board's push to require Flock to be licensed. I've also attached Ralph Taylor's initial 2024 license application and 2026 renewal application. Taylor holds the SSLB license for Flock Safety. I think most of what you asked for is included in these four documents. I'll review your original request in the near future to determine what else you've asked for that will require additional document research.

1. Flock's current license or registration (Item A.1) — license number, class, issue date, expiration date, and current licensee record.

License number: 367626-CSA (Ralph Taylor)

Class: Alarm

Issue date: July 23, 2024

Expiration date: August 31, 2026

Current licensee record: I've attached Taylor's 2024 application for a new license.

2. Flock's renewal application for the license expiring July 31, 2026, all correspondence concerning that renewal, and records sufficient to show the renewal's current status (Item A.3).

Taylor submitted a renewal application on July 15, 2026. Board staff reviewed it on July 16 and asked Taylor to submit a corrected certificate of insurance and continuing education certificates. Taylor has 60 days to make the corrections, and the license remains valid during that time. The application is attached.

3. Any determination, interpretation, or legal opinion addressing whether automated license plate readers fall within the Board's jurisdiction under N.C. Gen. Stat. Chapter 74D (Item E).

Automated license plate readers that are used for the purpose of detecting or observing burglary, breaking or entering, intrusion, shoplifting, pilferage, theft, or other unauthorized or illegal activity fall under the Board's jurisdiction. Flock's cameras undoubtedly fall into this definition, which is why the Board required the company to get a Security Systems license.

Paul Sherwin

Director

NCDPS Private Protective Services

[Security Systems Licensing Board](#)

[Private Protective Services Board](#)

Main Office: 919-788-5320
Direct: 984-220-8625
Cell: 919-218-1549
E-mail: paul.sherwin@ncdps.gov

[3101 Industrial Dr, Suite 104](#)
[Raleigh, NC 27609](#)

From: Mark Williams <mwilliams@ricefamilylaw.com>
Sent: Thursday, July 16, 2026 10:32 AM
To: Sherwin, Paul <paul.sherwin@ncdps.gov>
Subject: Re: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132

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Mr. Sherwin,

Thank you for acknowledging receipt. I write to request that the Board produce records on a rolling basis as they are located and reviewed, rather than holding production until the full request is complete.

One item within this request carries immediate public significance. Flock Group, Inc. holds a license expiring July 31, 2026 — less than three weeks from today. The renewal application and all correspondence concerning its current status (Item A.3 of the request) directly bear on whether Flock will be authorized to continue operating in North Carolina after that date. This is not an abstract compliance matter. Flock cameras are currently deployed across multiple North Carolina jurisdictions, and the question of whether this vendor is licensed, and under what conditions, is a matter of active public concern over the use of automated license plate reader technology for mass vehicle surveillance on public roads.

Accordingly, I ask that the Board prioritize and produce the following items immediately, or as soon as they are located:

1. Flock's current license or registration (Item A.1) — license number, class, issue date, expiration date, and current licensee record.
2. Flock's renewal application for the license expiring July 31, 2026, all correspondence concerning that renewal, and records sufficient to show the renewal's current status (Item A.3).
3. Any determination, interpretation, or legal opinion addressing whether automated license plate readers fall within the Board's jurisdiction under N.C. Gen. Stat. Chapter 74D (Item E).

The remaining items — the 2022 investigation and litigation records, compliance history, third-party installer records, and records for other ALPR vendors — may follow in the ordinary course. I am not asking the Board to compress the full production. I am asking only that the records bearing on an expiring license be separated from the broader request and produced as soon as practicable.

If the renewal file is already assembled or the license status is readily confirmed, production of those records could be immediate. If any portion is subject to a claimed exemption, please produce the non-exempt portions now and identify the statutory basis for any withholding, so that issue can be addressed without further delay.

With all best wishes,

Mark

Sent from my mobile device often with speech to text. Please forgive any typos.

Mark Spencer Williams
Managing Attorney
NCDRC Certified Mediator – Superior Court & Family Financial
Certified Parent Coordinator

Rice Law PLLC
105 N. 6th Street
Wilmington, NC 28401
(O) 910.762.3854
(D) 910.304.5360
www.RiceFamilyLaw.com

From: Sherwin, Paul <paul.sherwin@ncdps.gov>

Sent: Thursday, 16 July 2026 16:12:47

To: Mark Williams <mwilliams@ricefamilylaw.com>

Subject: Re: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132

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Mark,

Received, thanks.

I strive to return public records requests within 30 days, but this one may take longer given the broad scope.

Paul Sherwin

Director

NCDPS Private Protective Services

[Security Systems Licensing Board](#)

[Private Protective Services Board](#)

Main Office: 919-788-5320

Direct: 984-220-8625

Cell: 919-218-1549

E-mail: paul.sherwin@ncdps.gov

[3101 Industrial Dr, Suite 104](#)

[Raleigh, NC 27609](#)

From: Mark Williams <mwilliams@ricefamilylaw.com>

Sent: Wednesday, July 15, 2026 11:10 AM

To: SVC_DPS.PPSASL <PPSASL@ncdps.gov>

Cc: Sherwin, Paul <paul.sherwin@ncdps.gov>

Subject: [External] Public Records Request — ALPR Vendor Licensing (Flock Group, Inc. and others) — N.C. Gen. Stat. Ch. 132

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To the Custodian of Public Records, Security Systems Licensing Board:

Pursuant to the North Carolina Public Records Act, N.C. Gen. Stat. Chapter 132, I request to inspect and obtain copies of the following records held by the Board and by the Department of Public Safety. Where a record exists in electronic form, please produce it electronically (PDF, or native CSV/Excel for any data export).

A. Flock Group, Inc. — licensing file

1. The current license or registration held by **Flock Group, Inc.** (also doing business as **Flock Safety**), including the license number, class, issue date, and expiration date, and the licensee record as maintained by the Board.
2. All applications submitted by Flock Group, Inc. for licensure or registration, with supporting materials.
3. Any **renewal application** for the license expiring **July 31, 2026**, together with all correspondence concerning that renewal, and records sufficient to show the renewal's current status.

B. The 2022 investigation and the resulting litigation

4. The investigative file arising from the Board's investigation, opened in or about **January 2022**, into whether Flock was operating in North Carolina without a license — including the complaint or referral that initiated it, investigative reports, findings, and disposition.
5. All records concerning the Board's action in **Wake County Superior Court**, including the Board's filings, any consent order or settlement, and the **October 2023 order** requiring Flock to cease installing systems in North Carolina except through a licensed third party.
6. All records concerning Flock's agreement, in or about **March 2024**, to submit a license application by June 1, 2024, and the Board's evaluation of that application.

C. Compliance history

7. All **complaints** received by the Board concerning Flock Group, Inc. or Flock Safety since **January 1, 2020**, and the disposition of each.
8. Any notice of violation, cease-and-desist, civil penalty, consent agreement, probation, suspension, revocation, or other disciplinary or enforcement action involving Flock.
9. All correspondence between the Board or DPS staff and Flock, its counsel, or its agents, since **January 1, 2020**.
10. Board agendas and minutes referencing Flock since **January 1, 2020**.

D. Third-party installers

11. Records identifying the **licensed persons or entities that have installed Flock systems in North Carolina**, including any list, notice, or report submitted to the Board identifying installers, and any records showing which North Carolina installations were performed by which licensee.

E. The threshold legal question

12. Any **determination, declaratory ruling, staff interpretation, guidance, or legal opinion** — formal or informal — addressing whether an automated license plate reader constitutes an "alarm system" or otherwise falls within the Board's jurisdiction under N.C. Gen. Stat. Chapter 74D and 14B NCAC Chapter 17. This includes any position Flock advanced to the contrary and the Board's response to it.

F. Other ALPR vendors

13. For each of the following, records sufficient to show **whether the entity holds or has ever held a license or registration from the Board**, the status and expiration of any such license, and any complaints, investigations, or enforcement actions concerning it:
- a. **Rekor Recognition Systems, Inc.** / Rekor Systems (products including "Rekor Scout")
 - b. **Verkada Inc.**
 - c. **Motorola Solutions, Inc.** / Vigilant Solutions
 - d. **Leonardo** / ELSAG North America
 - e. **Plate Ranger**
 - f. **Axon Enterprise, Inc.** / Fusus
14. Any list the Board maintains of licensees whose licensed activity includes license plate recognition, automated license plate readers, or vehicle-recognition systems.

If the Board takes the position that any of these vendors falls outside its jurisdiction, a brief written statement to that effect will satisfy the corresponding portion of item 13, and I would appreciate that confirmation.

I am willing to pay reasonable duplication costs. If you anticipate any fee, including any special service charge under **N.C. Gen. Stat. § 132-6.2(b)**, please notify me with an estimate before incurring it. If you contend any portion of these records is exempt or confidential, please produce all reasonably segregable non-exempt portions and **cite the specific statutory basis** for each withholding or redaction. If no records exist responsive to a numbered item, a written statement to that effect will satisfy it.

Please acknowledge receipt and provide an estimated timeframe for production.

Sincerely,

Mark Spencer Williams

Managing Attorney, Rice Law PLLC

105 N 6th Street, Wilmington, NC 28401

910.304.5360 · mwilliams@ricefamilylaw.com

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