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flock safety

# LICENSE AGREEMENT
# FOR THE USE OF LICENSOR PROPERTY

This LICENSE AGREEMENT FOR THE USE OF LICENSOR PROPERTY ("**Agreement**") is made and entered into by and between Flock Group Inc, a Delaware Corporation ("**Flock**") and _____ ("**Licensor**"). Licensor and Flock are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

**WHEREAS**, Flock offers certain software and hardware solutions to customers, including police departments (collectively, the "**Flock Services**");

**WHEREAS**, Flock has requested use of certain Licensor Property (defined below) to install, maintain and operate Flock Hardware (defined below) to use the Flock Services solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering;

**WHEREAS**, Flock owns and is responsible for the Flock Hardware. Licensor shall instruct Flock on any request to move Flock Hardware and shall not move or otherwise access any Flock Hardware without prior written permission of Flock.

**NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:**

## SECTION 1. DEFINITIONS

(a) "***Effective Date***" means the latest date on which this Agreement is signed by both Parties.

(b) "***Flock Hardware***" means the Flock cameras, drones, poles, clamps, solar panels, installation components, and any other devices or physical elements owned by Flock.

(c) "***Licensor Property***" means the mutually agreed-upon property owned by Licensor where Flock is permitted to install Flock Hardware as more specifically set forth on Exhibit A attached hereto.

## SECTION 2. GRANT

(a) **License to Use Licensor Property**. Licensor hereby grants Flock a non-exclusive license to use and occupy limited space on certain designated Licensor Property in order to install Flock Hardware.

(b) **Access**. Licensor grants Flock any and all rights required for Flock to physically access the installed Flock Hardware, including access rights for maintenance, repairs, and any other reasonably required adjustment needed for Flock Services. When the Flock Hardware includes drone technology, Licensor also grants the specific law enforcement agency or customer for whom the Flock Hardware

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is installed ("**Authorized Customer**") the right to physically access the installed Flock Hardware for emergency landing beside the dock, manual battery swaps, or to guide Flock employees, agents, or subcontractors to the leased equipment for any required repair or maintenance. Licensor acknowledges that Authorized Customer personnel may require independent access to the Licensor Property for these purposes.

**SECTION 3. TERM AND TERMINATION**

(a) **Term of Agreement**. The term of this Agreement shall be for twelve (12) months commencing on the Effective Date and ending at midnight on the last day of the term (the "**Term**"). Unless either Party provides written notice to the other Party prior to expiration of the Term or Renewal Term that the notifying Party will not renew the Agreement, the Term will automatically renew for additional one (1) year periods (each a "**Renewal Term**"), upon the same terms and conditions set forth in this Agreement.

(b) **Termination for Cause**. This Agreement may be terminated before the expiration of the Term or Renewal Term on written notice by either Party, if either Party breaches any material provision of this Agreement and such breach is not cured by breaching Party within thirty (30) days after receipt of written notice of such breach.

(c) **Effect of Termination.** Within thirty (30) days after such expiration or earlier termination, Flock shall remove the Flock Cameras and any debris, and restore the Licensor Property to its original condition, reasonable wear and tear excepted.

**SECTION 4. FEES.** Flock shall be responsible for paying all costs associated with Licensor review, processing and inspection as part of all permit applications filed for the installation, modification, maintenance and removal of the Flock Hardware. The Parties agree that no fees will be assessed for the license and permission herein granted to Flock. Flock agrees that the Licensor's permission and grant of a license hereunder and Flock's ability to construct and obligation to thereafter maintain Flock's Services on the Licensor Property serve as consideration to support this Agreement.

**SECTION 5. CONSTRUCTION, MAINTENANCE AND REPAIR ACTIVITIES**

(a) **Maintenance and Repair of Flock Hardware**. Flock shall keep and maintain all Flock Hardware installed on Licensor Property in good condition and repair throughout the Term, normal wear and tear and casualty excepted. Flock shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Flock Hardware at any time during the Term.

(b) **Maintenance and Repair of Licensor Property**. Licensor shall maintain and keep the Licensor Property in good condition in accordance with Licensor's standard maintenance requirements. Such maintenance shall be at Licensor's sole cost and expense, except to the extent this Agreement provides otherwise.

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**SECTION 6. INTERFERENCE WITH OTHER FACILITIES PROHIBITED; RELOCATION**

(a) **Interference Prohibited**. Flock shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility on the Licensor Property.

(b) **Relocations at Flock's Request**. In the event Flock desires to relocate any Flock Hardware from one area of Licensor Property to another, Flock shall advise Licensor, and any relocation shall be at Flock's sole cost and expense. Licensor will use reasonable efforts to accommodate Flock by making another reasonably equivalent Licensor Property available for use in accordance with and subject to the terms and conditions of this Agreement.

**SECTION 7. INDEMNITY AND RISK OF LOSS**

(a) **Indemnification**. Flock agrees to indemnify, defend, and hold harmless Licensor from and against any and all claims, demands, causes of action, suits, proceedings, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, awards, decrees, settlements, damage or injury of any kind (collectively, "**Claims**") to the extent caused by Flock's activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the gross negligence or willful misconduct of Licensor.

(b) **Risk of Loss.** Flock acknowledges and agrees that Flock bears all risks of loss, damage, relocation, or replacement of its Flock Hardware and materials installed on Licensor Property pursuant to this Agreement from any cause, and Licensor shall not be liable for any cost of replacement or of repair to damaged Flock Hardware, including, without limitation, damage caused by the Licensor's removal of the Flock Hardware.

**SECTION 8. INSURANCE REQUIREMENTS.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

**SECTION 9. NOTICES**. Notices required by this Agreement may be given by overnight courier or certified mail, postage prepaid. Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered to the address set forth under the signature blocks for this Agreement.

**SECTION 10. GOVERNING LAW, VENUE**. This Agreement shall be governed by the laws of the State in which the Flock Hardware is installed. The Parties hereto agree that the venue would be proper in the chosen courts of the State of which the Licensor is located.

**SECTION 11. MISCELLANEOUS PROVISIONS.** None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Flock and Licensor. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each Party's successors and assigns. Any Party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or

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eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. This Agreement, together with its attached exhibits, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their 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, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. The relationship between Licensor and Flock is at all times solely that of licensor and licensee, not that of partners or joint venturers. This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits. This Agreement may not be sold, assigned, or sublicensed by either Party without the prior approval of the non-assigning Party.

IN WITNESS WHEREOF, Flock and the Licensor have caused this Agreement to be signed on the date set forth below and be effective on the last date specified below.

**FLOCK GROUP INC**

Signed by:

By: _____

1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal Officer

Date: _____

Address for Notices:
1170 HOWELL MILL ROAD, NW
SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPT.
EMAIL: legal@flocksafety.com

**LICENSOR**

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

_____

_____

_____

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# Exhibit A

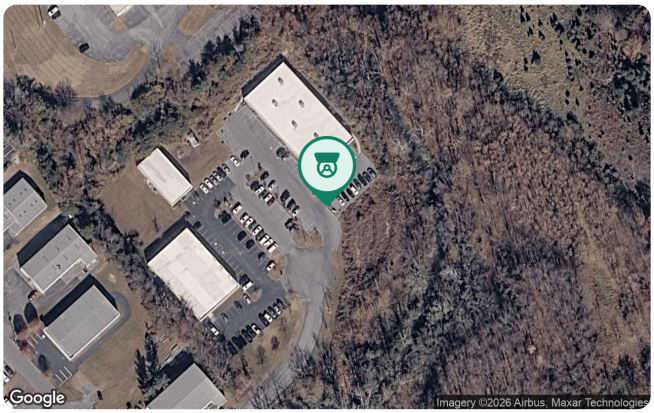
# Exhibit A — Location Details

Locations (1)

**Location Name:** PTZ#088 Freckles Ct @ Wayfield Dr - Parole Office - D-LP

**Lat/Long:** 36.37123380514741, -82.36986881149534

**Map Overview**




**Street View Snapshot**

