MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter "**MOU**") is entered into by and between Flock Group Inc with a place of business at 1160 Howell Mill Road NW, Suite 210, Atlanta, GA 30318 ("**Flock**"), TN - Johnson City PD with a place of business at 601 E Main St, Johnson City, Tennessee 37601 ("**Customer**"), and Washington County 911 with a place of business at 4722 Lake Park Dr, Johnson City, TN 37615 ("**Agency**") (each a "**Party**", and together, the "**Parties**").

1. **Purpose**.

(A) Agency desires to access Customer Data (defined below) through Flock's website(s) and application(s) through which Flock customers can access Flock's services (the "**Flock Services**") for investigative purposes (the "**Purpose**"), in order to view and search photos and videos recorded by Flock on behalf of Customer ("**Footage**"). For purposes of this MOU, "**Customer Data**" means (a) data and information captured by Flock's hardware on behalf of Customer (*e.g.*, images, audio, and/or video) and the metadata associated therewith, (b) content input into the Flock web interface by Customer or its Authorized End Users (defined below), and (c) data and information provided to Flock through Flock services by third parties at Customer's direction.

(B) Customer desires to share such Footage and supplemental data with Agency pursuant to the following terms and conditions by making employees or agents of Agency an Authorized End User of Customer. For purposes of this MOU, an "**Authorized End User**" is an individual employees or agent of Agency accessing or using the Flock Services pursuant to the agreement between Flock and Customer, who has been (a) granted access to the Flock Services by Customer in its exercise of reasonable discretion relating to its receipt of Flock Services, and (b) from whom Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in the agreement between Flock and Customer.

2. **Access Rights to Flock Services**. Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the Flock Services during the Term (as defined below), solely for use by Authorized End Users for the Purpose in accordance with the terms and conditions herein. Agency shall be responsible for all acts and omissions of its Authorized End Users, and any act or omission by an Authorized End User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this MOU as applicable to such Authorized End User's use of the Flock Services, and shall cause Authorized End Users to comply with such provisions. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Authorized End Users shall not share their account username or password information and must protect the security of the

username and password. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency shall terminate any Authorized End User's access to the Flock Services (a) when such person no longer meets the definition of "Authorized End User;" (b) if conduct by such Authorized End User breaches any term of the MOU; or (c) upon such Authorized End User's indictment, arrest, or conviction for any felony offense. Flock may restrict, suspend, or terminate an Authorized End User's access to the Flock Services if Flock determines, in its reasonable discretion, that such access has an adverse effect on Flock or any of its customers. Agency is responsible for any use of data, information, or services obtained through the Flock Services by Authorized End Users.

3. **Restrictions on Use**. Agency will not, and will cause its Authorized End Users not to (a) access or use Flock Services in connection with the provision of any services to third parties; (b) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third-party any Flock Services; (c) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Flock Services; (d) use Flock Services in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including introduction of any viruses or malware into the Flock web interface; (e) use Flock Services or any part or aspect thereof in violation of Applicable Law or to mislead or harass anyone; or (f) use Flock Services except as specifically permitted under this MOU.

4. **Ownership**. As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title, and interest in and to the Flock Services, Customer retains all right, title, and interest in and to Customer Data, and Agency acknowledges that it neither owns nor acquires any rights in and to the foregoing not expressly granted by this MOU.

5. **Warranty**. Flock and its licensors make no express or implied warranty as to the conditions of the Footage, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from the Footage and supplemental data obtained by Agency through the use of Flock Services.

6. **Financial Implications to Agency**. No financial commitment by Agency is required to access the Flock Services or the Footage.

7. **Term; Termination**.

A. **Term**. This MOU will commence once fully executed and shall continue until the agreement between Flock and Customer expires or is terminated.

B. **Termination**. Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior

written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will immediately cease all use of Flock Services.

8. **Limitation of Liability**.

A. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK BE LIABLE FOR ANY AMOUNT GREATER THAN $100 IN UNITED STATES CURRENCY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

B. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Confidentiality**.

A. **Obligations**. During the performance of services and Agency's use of the Flock Services under this MOU it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. **"Confidential Information"** means information that is disclosed by one Party to another Party and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Confidential Information includes financial, product, and other business information of either Party. Notwithstanding the foregoing, Confidential Information does not include information that the receiving Party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (b) was rightfully in the receiving Party's possession or known by it prior to receipt from the disclosing Party; (c) is rightfully disclosed without restriction to the receiving Party by a third-party without violation of obligation to the disclosing Party; or (d) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.

ii. Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (a) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (b) as agreed in writing by the other Party; (c) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure; and provided further that it is responsible for all acts and omissions of any such recipient in violation of this Section 5); (d) as required by law, including any court order, subpoena, or other valid legal process, provided that receiving Party shall, to the extent permissible, give the disclosing Party reasonable prior notice of such disclosure; or (e) as requested by a government agency to address the risk of imminent harm to any person. Any violation of this Section 10 may cause the non-violating Party irreparable and immediate harm, and such Party is entitled to injunctive relief to prevent such violation. Upon termination of this Agreement, all Confidential Information will be returned to the disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof.

11. **Entire Agreement**. This MOU constitutes the entire agreement between Flock, Agency and Customer related to the sharing of Customer Data and access to the Flock Services between the Parties and supersedes any and all prior agreements between the Parties. This MOU is non-assignable by any of the Parties.

12. **Severability**. Nothing is this MOU is intended to conflict with or violate State or Federal laws or regulations. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

13. **Miscellaneous**. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission to the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. The MOU, and any controversy or claim arising out of or relating to the MOU shall be governed exclusively by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflicts of laws principles.

[SIGNATURE PAGE FOLLOWS]

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

Flock Group Inc:

By:

Name:

Title:

Date:

Washington County 911:

By:

Name:

Title:

Date:

TN - Johnson City PD:

By:

Name:

Title:

Date: