flock safety

Property License Agreement

State of TN, TWRA Access

I, Stephen J Lusk, the owner/agent of Area (Ex. A) ("Property") represent and warrant that I have the authority to enter into this Property License Agreement ("Agreement") and hereby grant Flock Group Inc. ("Flock Safety") a license to install and maintain ("Services") a camera or cameras ("Flock Hardware") on the Property on behalf of Flock Safety for development and engineering testing.

I understand and acknowledge that Flock Hardware is the sole property of Flock Safety and, by signing this Agreement, represent and warrant that I shall not tamper with or attempt to gain access to Flock Hardware nor interfere with Services.

Further, except for my own gross negligence or willful misconduct, Flock Safety shall indemnify me and hold me harmless from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person resulting from Flock Hardware or Services, (B) damage to the Property resulting from Flock Hardware or providing Services during the ordinary course of business, and (C) any other loss or cost resulting from the performance of any work required by Flock Safety related to Flock Hardware, Services or payments by Customer to Flock Safety for work rendered.

I understand that this Agreement is revocable by me at any time, provided that I (1) issue Flock Safety thirty (30) days written notice via email to support@flocksafety.com, and (2) allow Flock Safety to enter the Property and safely remove all Flock Hardware from the Property without interference.

SJL
6/17/26

Signed, Stephen J Lusk

STATE OF TENNESSEE

Name STEPHEN D. LUSK

Business Address EXEC. DIR. COMPLIANCE

Contact Information STREAM GENERAL SERVICES

TWRA
5107 EDMONDSON PIKE
NASHVILLE, TN
37211

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 State of Tennessee, Tennessee Wildlife Resources Agency ("**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

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 for convenience 30 day notice before the expiration of the Term or Renewal Term 30 DAY 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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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.

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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 STATE OF TENNESSEE

By: Stephen J Lusk

Name: STEPHEN J. LUSK

Title: EXEC. DIR. STREAM DGS

Date: 6/17/26

Address for Notices:

TWRA
5107 EDMONDSON PIKE
NASHVILLE TN 37211

Docusign Envelope ID: [illegible]

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Exhibit A

Flock Safety

Exhibit A — Location Details

Locations (1)

Location Name: PTZ#062 [redacted]

Lat/Long: [redacted]

Map Overview

