

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**” or “**Licensee**”) and the board of education of **SPRINGFIELD SCHOOL DISTRICT NO. 186**, an Illinois public school district (“**Licensor**”). Licensor and Licensee are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**.”

WHEREAS, Licensee offers a software and hardware solution for automatic license plate detection (collectively, the “**Flock Services**”);

WHEREAS, Licensee has requested use of certain Licensor Property (defined below) to install, maintain and operate Flock’s cameras (“**Flock Hardware**”) 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 (“**Purpose**”); and

WHEREAS, Licensee owns and is responsible for the Flock Hardware, Licensor shall instruct Licensee on any request to move Flock Hardware and shall not move Flock Hardware without prior written permission of Licensee, except as otherwise provided herein.

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

SECTION 1. DEFINITIONS

For purposes of this Agreement the following terms shall have the same meanings herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural.

1.1 “**Effective Date**” means the latest date on which this Agreement is signed by both Parties.

1.2 “**Flock Hardware**” means the Licensee cameras or device, pole, clamps, solar panel, installation components, and any other physical elements. The viewing angle of the Flock Hardware installed on the Licensor Property shall be direct towards public roadways and away from the school where children could be recorded.

1.3 “*Services*” or “*Flock Services*” means the provision, via the Web Interface, of Licensee’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing footage.

1.4 “*Licensor Property*” means the mutually agreed-upon property owned by Licensor where Licensee is permitted to install Flock Hardware.

SECTION 2. GRANT

(a) **License to Use Licensor Property.** Licensor hereby grants Licensee a non-exclusive license to use and occupy limited space on certain designated Licensor Property for the purpose of installing Flock Hardware.

(b) **Access.** Licensor grants Licensee a limited license for Licensee to physically access the installed Flock Hardware, including access rights for maintenance, repairs, and any other reasonably required adjustment needed for Flock Services, all at times scheduled in advance with Licensor. Licensee acknowledges that the Licensor Property is a public school wherein the safety of students and operation of the school is paramount. No access by Licensee of the Licensor Property shall be permitted at times when such access may, in the sole and exclusive determination of Licensor, adversely impact safety of students or operation of the school. Any and all agents, contractors, employees, or representatives of Licensee shall undergo a background check prior to entering upon the Licensor Property, and no individual prohibited from entering upon school property by applicable law will be ordered or directed by Licensee to enter upon the Licensor Property.

SECTION 3. USAGE RESTRICTIONS AND CONFIDENTIALITY

(a) **Usage Restrictions.** Flock Hardware may be used solely to facilitate gathering evidence that could be used in a lawful bona fide investigation by the appropriate government agency (“**Permitted Purpose**”). Licensee will not authorize the use of footage for any purpose other than the Permitted Purpose.

(b) **Representation Concerning Services; No Authorization To Use Other Services.** Licensee represents, warrants, and covenants that the Flock Hardware installed pursuant to this Agreement will be utilized solely for the Permitted Purpose, and Licensee is not authorized to and shall not use the Flock Hardware for any other purposes not specified herein.

SECTION 4. TERM AND AMENDMENTS

- (a) **Term and Termination of Agreement Without Cause.** 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 of Agreement With Cause.** Licensor shall have the right to immediately terminate this Agreement upon any breach hereof by Licensor or agents, contractors, employees, or representatives, and require removal and/or relocation of the Flock Hardware within thirty (30) business days of written notice of such termination.
- (c) **Effect of Termination.** Except in the case of termination for cause pursuant to Section 4(b), within thirty (30) days after such expiration or earlier termination, Licensee shall remove the Flock Hardware and any debris, and restore the Licensor Property to its original condition, reasonable wear and tear excepted.

SECTION 5. FEES

- (a) **Permit Fees.** Licensee 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.
- (b) **Annual Fee.** Parties agree that no annual fee will be assessed for the license and permission herein granted to Licensee. Licensee agrees that the Licensor’s permission and grant of a license hereunder and Licensee’s ability to construct and obligation to thereafter maintain Licensee’s Services on the Licensor Property serve as consideration to support this Agreement.

SECTION 6. CONSTRUCTION, MAINTENANCE AND REPAIR ACTIVITIES

- (a) **Maintenance and Repair of Flock Hardware.** Licensee 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. Licensee shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Flock Hardware in accordance with the terms and conditions contained herein.

(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.

(c) **Removal of Non-Compliant Installations.** Licensor shall have the authority at any time to order and require Licensee to remove any Flock Hardware that are not authorized by this Agreement. In case Licensee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, the Licensor shall have the authority to remove the same at the expense of Licensee, all without compensation or liability for damages to Licensee.

SECTION 7. INTERFERENCE WITH OTHER FACILITIES PROHIBITED; RELOCATION

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

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

SECTION 8. INDEMNITY AND RISK OF LOSS

(a) **Indemnification and Waiver.** Licensee agrees to indemnify, defend, protect, and hold harmless the Licensor, its officers, employees, agents, volunteers, and contractors from and against any and all claims, demands, causes of action, suits, proceedings, losses, including pole warranty invalidation, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, awards, decrees, settlements, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, (collectively, "**Claims**") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Licensee, its officials, officers, employees, subcontractors, consultants or agents, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "**Losses**") to the extent arising from,

resulting from, or caused by Licensee's activities undertaken pursuant to this Agreement, including, without limitation, the construction, design, use, or operation of the Flock Hardware or Flock Services, except to the extent arising from or caused by the gross negligence or willful misconduct of the Licensor, its officers, employees, agents, volunteers, or contractors.

(b) **Waiver of Claims.** Licensee waives any and all claims, demands, causes of action, and rights it may assert against the Licensor on account of any loss, damage, or injury to any Flock Hardware or Flock Services as a result of any event or occurrence.

(c) **Risk of Loss.** Licensee acknowledges and agrees that Licensee 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 9. INSURANCE REQUIREMENTS

(a) **Insurance.** Licensee will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Licensee's business risk, which shall name Licensor as an additional insured. Certificates of Insurance can be provided upon request. Workers' compensation and employers' liability policies will provide a waiver of subrogation where the insurer waives all rights of subrogation against Licensor, its officials, officers, employees, agents, and volunteers.

SECTION 10. NOTICES

(a) **Notice.** Notices required by this Agreement may be given by overnight courier or certified mail, postage prepaid, or email to the email addresses provided below. 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 as follows:

If to Licensor:

SPRINGFIELD SCHOOL DIST. 186
ATTN.: Jennifer Gill
1900 West Monroe Street
Springfield, IL 62704
Email: jgill@springfield.k12.il.us

If to Licensee:

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

SECTION 11. ASSIGNMENT OF LICENSE

(a) **No Assignment.** This Agreement may not be sold or assigned or sublicensed by either Party without the prior approval of the non-assigning Party.

SECTION 12. AGREEMENT VIOLATIONS LEADING TO TERMINATION

(a) **Events of Termination.** 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 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. Such notice and cure opportunity shall not be required in the case of a matter addressed pursuant to Section 4(b) hereof.

(b) **No Waiver of Duties.** Termination of this Agreement does not relieve Licensee from the obligation concerning any claim for damages against Licensee under this Agreement. Licensor's rights, options, and remedies under this Agreement are cumulative, and no one of them is exclusive of the other. Licensor may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement.

SECTION 13. GOVERNING LAW, JURISDICTION AND VENUE

(a) **Jurisdiction and Venue.** The terms and conditions of this Agreement shall be governed by and construed in accordance with the internal laws, but not the conflict laws, of the State of Illinois. The Parties agree that the sole and exclusive venue for the enforcement of this Contract shall be vested in the State Courts located in Sangamon County, Illinois.

(b) **Legal Compliance.** Any Flock Hardware installed by Licensee on the Licensor Property shall be maintained and utilized by Licensee in accordance with all applicable laws, regulations, code, and permitting requirements.

SECTION 14.

MISCELLANEOUS PROVISIONS

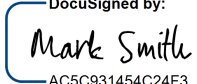
- (a) **No Waiver.** None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Licensee and Licensor.
- (b) **Covenant Running With Land; Waiver of Default.** This Agreement and all of the covenants herein will run with the land; therefore, 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.
- (c) **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- (d) **Entire Agreement.** 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.
- (e) **Force Majeure.** 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. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.
- (f) **No Partnership or Joint Venture.** The relationship between Licensor and Licensee is at all times solely that of licensor and licensee, not that of partners or joint venturers.
- (g) **Counterparts.** 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.
- (h) **No Third Party Beneficiaries.** 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.

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

LICENSEE:

FLOCK GROUP INC., a Delaware Corporation

By:  _____
DocuSigned by:
Mark Smith
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Print Name: Mark Smith

Title: General Counsel

Date: 9/7/2023

LICENSOR:

SPRINGFIELD SCHOOL DISTRICT NO. 186, an Illinois public school district

By: _____

Print Name: _____

Title: _____

Date: _____