

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) is entered into by and between Flock Group Inc, with a place of business at 1170 Howell Mill Road NW, Suite 210, Atlanta, GA 30318 (“Flock”), and the City of Dunwoody (“Customer”) (each a “Party,” and together, the “Parties”). The Agreement is effective as a binding agreement between the Parties as of the Effective Date.

1. DEFINITIONS

“Agreement” means this Master Services Agreement, any exhibits attached hereto, the Reinstall Fee Schedule, the Customer Implementation Guide, and each Order Form, each of which is incorporated by reference herein.

“Applicable Law” means all federal, state, and local laws and regulations, including those related to the recording or sharing of data, video, photo, or audio content, in each case to the extent directly applicable to the respective Party’s performance of its obligations under this Agreement.

“Authorized End User(s)” means any individual employees, agents, or contractors of Customer accessing or using the Flock Services on behalf of Customer pursuant to the Agreement, who have been (a) granted access to the Flock Services by Customer in its exercise of reasonable discretion relating to the receipt of the Flock Services hereunder by Customer, and (b) from whom Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in the Agreement.

“Confidential Information” means information that is disclosed by one Party to the other 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, along with Customer Data and Personal Information (as defined under Applicable Law). 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.

“Customer Data” means all (a) data and information captured by Flock Hardware on behalf of Customer through the Flock Services (e.g., images, audio, and/or video) and the metadata associated therewith, (b) content input into the Web Interface by Customer or its Authorized End Users, and (c) data and information provided to Flock through the Flock Services by third parties at Customer’s direction.

“Customer Hardware” means the third-party hardware owned, or otherwise provided, by Customer and any other physical elements that interact with the Flock Software to provide the Flock Services.

“Customer Implementation Guide” means the terms and conditions related to implementation located at <https://www.flocksafety.com/implementation-guide>.

“Effective Date” means the date this Master Services Agreement is executed by both Parties.

“Feedback” means any ideas, advice, recommendations, suggestions, enhancement requests, feedback, or proposals provided by, or on behalf of, Customer or its personnel to Flock related to Flock Property.

“Flock Software” means the (a) software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware; and (b) the software functionality of the Web Interface that enables system access and use.

“Flock Hardware” means all Flock device(s) and physical elements provided by Flock in connection with the Flock Services.

“Flock Property” means the Flock Services, the Flock Software, Flock Hardware, the Web Interface, Flock’s Confidential Information, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including Flock’s technology, patents, trade secrets, trademarks, proprietary methods, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock Property also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of Flock Property.

“Flock Services” means the services provided by Flock under the Agreement as set forth in the applicable Order Form, including access to and use of the Web Interface by Customer and the provision of Flock Software and Flock Hardware.

“Force Majeure Event” means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.

“Order Form” means any Flock Order Form entered into by the Parties on the date hereof or following the Effective Date and incorporated herein by reference. Each Order Form will describe the Flock Services to be performed and the period for performance.

“Permitted Purpose” means a legitimate public safety and/or business purpose, including the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

“Reinstall Fee Schedule” means the fee schedule set forth at <https://www.flocksafety.com/reinstall-fee-schedule>.

“Retention Period” means the time period that footage captured by the Flock Hardware or Customer Hardware via the Flock Services and the associated metadata is stored by Flock, as specified in the applicable Order Form.

“Web Interface” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services.

2. ACCESS AND USE

2.1 Provision of Access. Subject to compliance with the terms of the Agreement, Flock grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable right to access and use the Flock Services via the Web Interface during the term of this Agreement, solely for the Permitted Purpose. Customer shall access the Flock Services through the Web Interface only (a) through its Authorized End Users acting within the scope of their service for Customer; (b) for the internal use of Customer; and (c) from and within the United States.

2.2 Authorized End Users. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. 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. Customer and Authorized End Users may not transfer their account to anyone else without Flock’s prior written permission. 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 Customer-issued email addresses for the creation of their User ID. Customer shall be responsible for all acts and omissions of Authorized End Users in connection with their access and use of the Flock Services, including each Authorized End User’s compliance with the terms of the Agreement and Applicable Law. Customer 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 Agreement; 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. Customer is responsible for any use of data, information, or services obtained through the Flock Services by Authorized End Users.

2.3 Access and Use Restrictions. Except as expressly permitted under the Agreement, Customer shall not and shall cause its Authorized End Users not to: (a) access or use Flock Property 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 Property; (c) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Flock Property; (d) use Flock Property

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 Web Interface; (e) use Flock Property or any part or aspect thereof in violation of Applicable Law or to mislead or harass anyone; or (f) use Flock Property, except as specifically permitted under the Agreement. Use of, or access to, Flock Property not in accordance with the terms of the Agreement is strictly prohibited. Any violation of this Section 2 will cause Flock irreparable and immediate harm, and Flock is entitled to injunctive relief to prevent such violation. In the event of a violation of this Section 2.3, Flock may temporarily suspend Customer and/or any Authorized End User's access to any portion or all of the Flock Property (a "Service Suspension"). Customer shall not be entitled to any remedy for any Service Suspension imposed in accordance with the Agreement, including any reimbursement, tolling, or credit.

3. SERVICES AND SUPPORT

3.1 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone, or by email at support@flocksafety.com (such services collectively referred to as "Support Services").

3.2 Service Disruptions. Flock Services may be disrupted in the event that: (a) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by Applicable Law; (b) any third-party services required for Flock's provision of the Flock Services are interrupted; (c) the Flock Services are being used for malicious, unlawful, or otherwise unauthorized purposes; (d) there is a threat or attack on any Flock Property by a third-party; or (e) there is scheduled or emergency maintenance ("Service Disruption"). Flock will make commercially reasonable efforts to provide written notice of any Service Disruption to Customer, to provide updates, and to resume providing access to the Flock Services as soon as reasonably possible after the event giving rise to the Service Disruption. To the extent the Service Disruption is not caused by Customer's direct actions or omissions (or those of parties associated with Customer), the term of the Flock Services affected by such Service Disruption will be tolled by the duration of the Service Disruption for any continuous disruption lasting at least one (1) full day. For example, in the event of a Service Disruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the term of the applicable Order Form. The remedy of a credit described in this Section 3.2 will be Customer's sole and exclusive remedy for the acts or omissions of Flock relating to such Service Disruption.

4. **DATA USE AND LICENSING**

4.1 Customer Data. Customer retains sole and exclusive ownership of all Customer Data, and Flock receives no rights to any Customer Data except those strictly necessary to provide the Services, as expressly set forth in this Agreement, or otherwise as expressly approved in writing by Customer. Nothing in this Agreement transfers any ownership rights to Flock. Customer hereby grants to Flock a limited, nonexclusive, royalty-free, irrevocable, worldwide license to (i) use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer, subject to the limitations contained herein, including approval by the City Manager; and (ii) use Customer Data strictly for Flock's internal purposes to support and improve Flock's products and services; provided that Flock shall not use Customer Data, whether in identifiable or de-identified form, to train, fine-tune, or improve any machine learning, artificial intelligence, or algorithmic models except as expressly authorized in writing by the City Manager, email to suffice. Execution of an Order Form for new Flock Services that Customer does not use as of the Effective Date, constitutes Customer's consent to the foregoing use of Customer Data solely in connection with the Flock Services that are the subject of any such Order Form. Flock shall not use Customer Data for advertising, analytics unrelated to the Services, or data aggregation without Customer's prior written consent. Flock does not own and shall not sell any Customer Data. Flock shall act solely as a data custodian and may process such data only as directed by Customer as permitted by this Agreement. Customer Data shall be stored solely within the United States. Flock retains the exclusive right to determine and control the method, timing, format, and medium of access or delivery of Customer Data accessible to Authorized End Users during the applicable Retention Period and is not obligated to provide Customer Data in any alternative form, format or transmission method outside of the Web Interface. To the extent any Customer Data constitutes Personal Information(as defined under Applicable Laws), Flock will process such data in accordance with Applicable Law and the privacy policy set forth at <https://www.flocksafety.com/legal/privacy-policy>.

4.2 Data Security; Security Incidents

(a) **Data Security Standards.** Flock shall implement and maintain reasonable and appropriate administrative, technical, and physical safeguards designed to protect Customer Data, Confidential Information and any Personal Information from unauthorized access, acquisition, use, disclosure, alteration, or destruction. Such safeguards shall be no less rigorous than industry-standard security practices for similarly situated organizations and shall include, as applicable, access controls, authentication procedures, encryption of Personal Information in transit and at rest (where commercially reasonable), vulnerability management, and security awareness training for personnel.

(b) **Compliance with Law.** Each Party shall comply with all Applicable Laws relating to data privacy, data protection, and data security, including applicable state data breach notification laws.

(c) Security Incident Notification. In the event of any actual or reasonably suspected unauthorized access, acquisition, or disclosure of Confidential Information or Customer Data, or any actual or reasonably suspected unauthorized access to, compromise of, or loss of control over any servers, systems, networks, applications, accounts, cloud environments, camera systems, recording systems, or other devices used to store, process, transmit, monitor, or provide access to Confidential Information, Customer Data, or the Services, or any event that materially compromises the confidentiality, integrity, or availability of Confidential Information, Customer Data, or such systems or Services (a “Security Incident”), the affected Party shall:

1. Notify the other Party without undue delay and in no event later than seventy-two (72) hours after discovery;
2. Provide reasonably requested information regarding the nature and scope of the Security Incident, the categories of data affected, the systems, services, devices, or accounts affected, and corrective actions taken or planned;
3. Use commercially reasonable efforts to contain, investigate, and remediate the Security Incident; and
4. Cooperate in good faith with the other Party with respect to any legally required notifications to individuals, regulators, or governmental authorities, and provide supplemental updates as material information becomes available.

(d) Costs Resulting from Security Incident. To the extent a Security Incident is caused by Flock’s breach of this Agreement, failure to maintain required safeguards required by this Agreement, or gross negligence, Flock shall be responsible for all reasonable and documented costs arising from the Security Incident, including investigation, remediation, legally required notifications, and regulatory penalties, to the extent permitted by law.

(e) Survival. The obligations set forth in this Section shall survive the termination or expiration of the Agreement for so long as a Party retains Confidential Information or Customer Data.

(f) Multi-Factor Authentication. Flock shall implement and maintain industry-standard practices with respect to access controls for the Flock Services, including the availability of multi-factor authentication (“MFA”).

(g) Law Enforcement Controls; Data Governance; Audit Protections. The Parties acknowledge that the Flock Services are used by the Customer for sensitive law-enforcement and public-safety purposes and that the controls set forth in this Section are material to the Customer’s decision to enter into this Agreement.

(i) Federal Data-Sharing Controls. Flock shall maintain functionality within the Flock Services that allows the Customer, through authorized administrative users, to enable or disable all sharing of Customer Data with federal agencies through a single

administrative setting (“Federal Sharing Toggle”). When the Federal Sharing Toggle is disabled, no Customer Data shall be shared, accessed, disclosed, or made available to any federal agency or federal user, unless and until the Customer affirmatively re-enables such sharing through the administrative controls. Default settings shall not override Customer selections.

(ii) Mandatory Case Numbers and Search Justification. Flock shall maintain functionality within the Flock Services that allows Customer, through authorized administrative users, to require that every search conducted within the Flock Services by Customer be accompanied by:

1. Entry of a case number or incident identifier; and
2. Selection of a search reason from a configurable dropdown menu.

The Flock Services shall not permit a search to be completed without such inputs. All case numbers, search reasons, user identifiers, timestamps, and related metadata shall be captured and retained as part of the applicable audit records for the duration of the Retention Period, Customer may export and retain such audit records for any longer period required by Applicable Law.

(iii) Audit Log Masking and Public Records Protection. To protect active investigations, law-enforcement operations, and sensitive data, Flock shall mask, redact, or otherwise shield sensitive fields within network audit reports, including but not limited to case numbers, investigative notes, and other sensitive metadata, to the extent reasonably necessary to respond to any public records requests and comply with Applicable Law without compromising investigative integrity.

(iv) Post-Login Acknowledgment of Legal Obligations. Flock shall require all users, upon logging into the Flock Services, to affirmatively acknowledge applicable Criminal Justice Information Services (“CJIS”) requirements and relevant federal, state, and local privacy and data-protection laws applicable to the user through a post-login disclaimer or equivalent acknowledgement mechanism. Flock shall retain records of such acknowledgements and make them available to the Customer upon request for audit, compliance, or investigative purposes.

(v) Modification of Controls. The controls and functionality described in this Section shall be deemed material terms of this Agreement. Flock shall not remove, disable, materially modify, or degrade the features described in this Section 4.2(g) without the Customer’s prior written consent, executed by an authorized representative of the Customer. Any unilateral removal or material modification of these controls shall constitute a material breach of this Agreement and shall entitle the Customer to all available remedies at law or in equity.

4.3 Flock Property. Except for the right to use Flock Property subject to the terms and conditions contained herein, the Agreement does not confer on Customer a license in, ownership of, or interest in Flock Property. Flock developed or acquired Flock Property exclusively at its private expense. As between the Parties, Flock Property and all right, title, and interest in and to it is and will remain the exclusive property of Flock.

4.4 Customer Audit Right. Upon reasonable prior written notice, Customer may audit Flock's compliance with the data security, privacy, and confidentiality obligations of this Agreement, including review of policies, controls and relevant records, provided such audit is limited to only those materials necessary to ensure Flock's compliance with its obligations under this Agreement and that such audit does not unreasonably interfere with Flock's operations or compromise security controls.

5. **CONFIDENTIALITY**

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 so that the disclosing Party may seek a protective order or other appropriate remedy, and in any event, receiving Party shall disclose only the minimum amount of information legally required to be disclosed and shall reasonably cooperate with disclosing Party in responding to or resisting any 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 5 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. Flock shall remain fully responsible for the acts and omissions of all subcontractors, cloud providers, or other third parties used in the provision of Flock Services to Customer ("Subprocessors") and shall ensure such Subprocessors are bound by written obligations no less protective than those set forth in this Agreement.

6. **PAYMENT OF FEES**

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices thirty (30) days from the

date of each such invoice. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days following the date of the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of the Flock Services until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Customer shall direct all queries regarding billing or payment concerns to billing@flocksafety.com. Flock may impose a late fee equal to the lesser of (a) 1.5%, or (b) the highest rate permitted by Applicable Law, each month on all amounts overdue beyond ten (10) days, but this charge will not waive or extend any obligation of Customer to make payments when due.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the term of the applicable Order Form. Any such changes to fees shall only impact subsequent renewal terms.

6.3 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amounts subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient, valid tax exemption certificate authorized by the appropriate taxing authority. Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. This Agreement will be effective from the Effective Date and will continue in full force and effect until terminated as set forth herein. The term of each Order Form will be as set forth therein. Unless otherwise indicated on the Order Form, the subscription term of the Order Form shall be tied to the first installation of Flock Hardware, as applicable.

7.2 Termination for Cause. Upon termination or expiration of the Agreement or any applicable Order Form, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. Either Party may terminate this Agreement effective upon written notice to the other Party if (a) the other Party defaults in performance of any material provision of the Agreement and such default is not cured within (30) days following written notice describing the specific default; (b) the other Party violates Applicable Law; (c) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (d) the other Party is adjudged bankrupt; (e) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (f) a trustee or

receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (g) the other Party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; (h) the other Party makes an assignment of its assets for the benefit of its creditors; or (i) there are no active Order Forms under this Master Services Agreement. In the event Customer terminates the Agreement pursuant to Section 7.2(a), Flock will refund Customer a pro-rata portion of the pre-paid fees for the Flock Services not received prior to the date of termination.

7.3 Payment Upon Termination. Upon termination of the Agreement or any Order Form for any reason, Customer shall pay to Flock all amounts due hereunder for all Flock Services rendered through the date of termination in accordance with the terms of the Agreement.

7.4 Return of Customer Data. Upon termination or expiration of this Agreement or any Order Form for any reason, Flock shall promptly return all Customer Data to Customer by permitting Customer to download Customer Data from the Web Interface, and shall securely delete or destroy all Customer Data, except to the extent that retention is required by Applicable Law. Flock shall certify such deletion in writing upon completion.

7.5 Removal of Flock Property Following Termination. Upon expiration or termination of this Agreement or any applicable Order Form for any reason, Flock shall, at its sole cost and expense, remove all Flock Property, including without limitation all cameras, hardware, mounting equipment, poles, wiring, cabling, and related equipment (collectively, "Equipment") from all Customer-owned or controlled locations within sixty (60) days following the effective date of termination or expiration. If Flock fails to remove the Equipment within such sixty (60) day period, Customer may, but shall not be obligated to, remove the Equipment itself or through a third party. In such event, Flock shall forfeit any and all right, title, or interest in the Equipment, and Customer may retain, reuse, dispose of, or destroy the Equipment in its sole discretion, without any obligation to compensate Flock. Flock shall be responsible for any damage to the Customer's property resulting from the removal of the Equipment and shall restore the affected locations to substantially the same condition existing prior to installation, reasonable wear and tear excepted. The rights and remedies set forth in this Section are cumulative and in addition to any other remedies available to Customer at law or in equity.

8. REPRESENTATIONS AND WARRANTIES

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware (a "Defect"), Customer must notify Flock's technical support team. Flock shall conduct an inspection or test any Customer-reported Defect within seven (7) business days of notification, and Flock shall use commercially reasonable efforts to repair or replace, in Flock's sole discretion, the defective Flock Hardware at no additional cost to Customer.

8.2 Flock Representations and Warranties. Flock represents and warrants to Customer that (a) the Flock Services, when used in accordance with the Agreement and as expressly authorized by Flock, do not infringe any valid patent, registered copyright, or other registered intellectual property right under the laws of the United States, provided that Flock makes no warranty to the extent such infringement results from (i) use of the Flock Services by Customer in combination with any data, software, or equipment not provided by Flock, where such infringement would have been avoided absent such combination, or (ii) any breach of the Agreement by, or any negligent or other wrongful act or omission of, Customer or any party acting on Customer's behalf; (b) Flock's personnel will perform the Flock Services in a professional and workmanlike manner, consistent with generally accepted industry standards; and (c) Flock's personnel performing the Flock Services will be appropriately trained for their assigned roles and will perform the Flock Services in all material respects in accordance with prevailing industry standards.

8.3 Customer Representations and Warranty. Customer represents and warrants to Flock that Customer shall use the Flock Services only in compliance with the Agreement, the Permitted Purpose, and Applicable Law.

8.4 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the requisite corporate power and authority to execute and perform its obligations under the Agreement; (b) the person executing the Agreement on its behalf has the authority to bind it hereunder and that such Party's execution of the Agreement is not in violation of such Party's bylaws, certificate of incorporation, or other comparable document; (c) the execution, delivery, or performance of the Agreement will not violate or conflict with, require consent under, or result in any breach or default of (i) Applicable Law, or (ii) any covenants or agreements by which such Party or any of its assets are bound; and (d) each Party will comply with Applicable Law.

8.5 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE FLOCK SERVICES ARE PROVIDED "AS IS," AND FLOCK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER. THIS SECTION 8.5 APPLIES TO THE EXTENT PERMITTED BY LAW.

8.6 Insurance. Flock will maintain the insurance policies set forth on Exhibit A attached hereto.

9. **LIMITATION OF LIABILITY**

FLOCK'S cumulative, aggregate liability in connection with, or arising in any way or in any degree from, the Agreement, from the FLOCK Services, or otherwise from the acts or

omissions of FLOCK will not exceed the total amount paid by CUSTOMER to FLOCK in the TWELVE (12) months before such claim arose. Notwithstanding anything to the contrary, FLOCK will not be liable for indirect, exemplary, punitive, special, incidental, or consequential damages or losses; additional overhead and payroll; lost profits or business opportunities; loss of data; or the cost of procurement of substitute items or services. THIS SECTION 9 APPLIES TO THE EXTENT PERMITTED BY LAW. Customer hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose. Notwithstanding the foregoing, the limitations of liability set forth in this Section 9 shall not apply to Flock's obligations under Section 10 (Indemnification).

10. **INDEMNIFICATION**

10.1 Flock's Indemnity Obligations. Flock shall indemnify, defend, and hold harmless Customer and its officers, employees, agents, and representatives from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) resulting from third party claims arising out of or relating to:

(a) any Security Incident involving Customer Data, Personal Information, or Confidential Information to the extent caused by Flock's breach of this Agreement, failure to maintain the data security safeguards required herein, or gross negligence or willful misconduct; or

(b) Flock's violation of any Applicable Law relating to data protection, data privacy, or data security.

10.2 Indemnification Procedures. Customer shall promptly notify Flock in writing of any claim for which indemnification is sought, provided that failure to provide prompt notice shall not relieve Flock of its obligations hereunder. Flock shall have the right to control the defense and settlement of such claim, provided that no settlement shall impose any liability or obligation on Customer without its prior written consent, which shall not be unreasonably withheld.

11. **FLOCK HARDWARE (APPLICABLE ONLY WHERE CUSTOMER HAS LICENSED FLOCK HARDWARE)**

11.1 Flock Hardware. Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust, or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and Flock shall be entitled to terminate the Agreement in accordance with Section 7.2(a). Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default, and Flock shall have the right to enforce any other legal remedy or right.

11.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan associated with each Order Form (each, a "Deployment Plan"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, and/or changes to heights of poles will incur a fee as set forth in the Reinstall Fee Schedule. Customer will receive prior notice and confirm approval of any such fees.

11.3 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

11.4 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee as set forth in the Reinstall Fee Schedule. In the event Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to the Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

11.5 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under the Agreement, Flock shall have the right to cease work immediately.

12. **MISCELLANEOUS**

12.1 Incorporated Website Terms; No Unilateral Modification. The Parties acknowledge that the following documents, policies, terms and conditions are incorporated into this Agreement by reference and made available on Flock's website: the Customer Implementation Guide, Privacy Policy, and Reinstall Fee Schedule (collectively, the "Incorporated Online Terms"). Copies of the current version of each of the Incorporated Online Terms in effect as of the Effective Date are attached as Exhibit "B" to this Agreement, and the Incorporated Online Terms shall be those versions in effect as of the Effective Date of this Agreement. No modification, update or change to any such Incorporated Online Terms shall be binding upon Customer unless expressly agreed to in a written amendment to this Agreement signed by authorized representatives of both Parties. For Customer, an "authorized representative" shall mean the Mayor or the City Manager, and not any designee. Any unilateral modification

by Flock to any Incorporated Online Terms shall apply prospectively only to agreements entered into after the effective date of such modification and shall have no force or effect with respect to this Agreement or any Order Form hereunder.

12.2 Severability. If any provision of the Agreement is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.

12.3 Assignment. Neither Party may assign the Agreement or any right under the Agreement, in each case by operation of law or otherwise, except as otherwise permitted hereunder without the prior written consent of the other Party, and any attempt to assign the Agreement or any right under the Agreement in breach of the provisions of this Section 12.3 shall be null and void. The foregoing notwithstanding, either Party may assign the Agreement upon written notice to the other Party in connection with (a) any reorganization, conversion, consolidation or merger of such Party, (b) any transaction resulting in the holders (together with their affiliates) of a majority of the voting securities, membership interest or right to appoint a majority of the members of the board of directors or similar governing body of such Party as of immediately prior to such transaction, holding less than such a majority as of immediately after such transaction, or (c) any sale, transfer or exclusive license of all or a majority of the assets of such Party that are pertinent to the Agreement or, in each case of (a) through (c) whether consummated in one transaction or a series of related transactions. For the avoidance of doubt, the assigning Party and the assignee will remain liable jointly and severally for any unperformed obligations under the Agreement or any breach hereof arising prior to the effective date of any assignment of the Agreement. The Agreement is binding on the Parties and their successors and permitted assigns.

12.4 Entire Agreement. The Agreement constitutes the entire agreement between the Parties relating to the Flock Services and supersedes all prior agreements, understandings, and representations relating to the Flock Services. No waiver or modification to the Agreement will be effective or binding unless approved and executed by the Mayor or City Manager as an authorized representative of Customer, and not any designee, and a duly authorized representative of Flock, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of the Agreement or be binding upon Flock, and any such terms are expressly rejected. Any mutually agreed purchase order is subject to the terms of the Agreement. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature. For the avoidance of doubt, any terms or conditions published on a website or referenced by hyperlink shall not amend or modify this Agreement unless incorporated herein pursuant to a written amendment executed by the Mayor or City Manager as an authorized representative of Customer, and not any designee.

12.5 Relationship. The Parties intend that nothing contained in the Agreement be construed to create an agency, partnership, joint venture, employment, or like relationship between the

Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party.

12.6 Governing Law; Dispute Resolution. The Agreement, and any controversy or claim arising out of or relating to the Agreement (each, a “Dispute”) 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. If any Dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle such Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation. The exclusive venue for any Dispute arising under this Agreement shall be the state or federal courts of DeKalb County, Georgia.

12.7 Publicity. Flock will obtain Customer’s consent before using Customer’s name or logo in a manner signifying an endorsement of Flock by Customer; provided, however that Flock may refer to Customer as a current customer without first obtaining Customer’s consent.

12.8 Feedback. Any Feedback: (a) is given to Flock without claim of intellectual property right by Customer, (b) by its receipt grants Flock a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use, and incorporate such Feedback into its software, services, or systems, or use as it otherwise deems necessary or desirable in its business, and (c) will not enable Customer to claim any interest in or ownership of Flock Property.

12.9 Export. Customer may not remove or export from the United States or allow the export or re-export of Flock Property or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Flock Services, Flock Hardware, and documentation are “commercial items” according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment, or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

12.10 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

12.11 Conflict. To the extent of a conflict between the Agreement and any applicable statement of work or mutually-agreed purchase order, the Agreement controls unless explicitly stated otherwise. From time to time, Flock may offer certain special terms applicable to the Order Form in which they are included (“Special Terms”). To the extent that any terms of this Master Services Agreement are inconsistent or conflict with the Special Terms set forth in any Order Form, the Special Terms shall control. In the event of any conflict between this Agreement and any Incorporated Online Terms, this Agreement shall control.

12.12 Notices. All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

12.13 Non-Appropriation. All obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, if funds are not appropriated for a future fiscal year, Customer shall have the right to terminate the Agreement for non-appropriation at the end of the applicable fiscal year upon thirty (30) days’ written notice to Flock. Customer shall remain responsible for all amounts incurred prior to termination.

12.14 Construction. When used in the Agreement, “including” means “including without limitation.”

12.15 Force Majeure. If a Force Majeure Event prevents a Party from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations; (b) that Party’s inability to perform those obligations is not due to its failure to (i) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (ii) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (c) that Party complies with its obligations under this Section 12.15. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under the Agreement.

12.16 Third Parties. Except as explicitly set forth herein, none of the provisions of the Agreement will be for the benefit of or enforceable by any third-party.

12.17 Waivers. No failure by a Party to insist upon the strict performance of any term or condition of the Agreement or to exercise any right or remedy hereunder will constitute a waiver.

12.18 Execution. In connection with the Flock Services, a copy of a signed document sent by PDF or fax will be deemed an original in the hands of the recipient. The Agreement may be

executed in counterparts and exchanged by electronic means, each of which shall be deemed an original, and both of which together constitute only one agreement between the Parties.

12.19 Customer Approval. Flock understands and acknowledges that prior to Customer contracting for or using any new Flock Services that it does not use as of the Effective Date, Customer must obtain approval from the City Manager of Customer.

Each Party is signing the Agreement on the date stated below that Party's signature.

FLOCK GROUP INC

CUSTOMER: CITY OF DUNWOODY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under the Agreement and the results of that work by Flock or its agents, representatives, employees, or subcontractors.

Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of the Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of the Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (a) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (b) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain the following insurance coverage for the duration of the Agreement:

- (a) Commercial General Liability insurance written on an occurrence basis with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, liability assumed under an insured contract, independent contractors, broad-form property damage, and product and completed operations coverage;
- (b) Workers Compensation insurance in accordance with statutory limits;
- (c) Professional Liability/Errors and Omissions insurance with limits of Five Million Dollars (\$5,000,000) each claim and in the aggregate;
- (d) Commercial Automobile Liability insurance with a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (e) Cyber Liability insurance written on a per claim basis with limits of Five Million Dollars (\$5,000,000).

EXHIBIT B

Incorporated Website Terms (Copies)