

Contract # 1180247

1st page had to be
resigned by GA Power
due to time delay



Lighting Services Agreement – Surveillance Governmental

Customer Legal Name Dekalb County Government DBA _____
 Service Address 1960 West Exchange Place, Tucker GA 30084 County Dekalb
 Mailing Address 1300 Commerce Dr, Decatur GA 30030
 Email _____ Tel # 678-406-7929 Alt Tel # 404-687-3465
 Tax ID # _____ Business Description Police Department
 Existing Customer? Yes No If Yes, which Account Number: _____

Selected Components			
Action	Qty	Wattage	Description
Ins	1	90	Custom Surveillance System

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$2,500.05	\$198.40	\$2,698.45		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. This estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales taxes.

** The actual sales tax will be calculated based on the taxes in effect at the time for the premise location.

Project Notes: Install 15- Flock Safety LPR Cameras

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal of existing GPC assets, and/or Customer Owned assets as needed to provide the Service.

Type	Customer	Tariff	Content	Pre-Payment (\$)	Estimated Taxes (\$)**	Total (\$)**
NESC	Non-Gov	Gen Svc	Cloud Storage	\$0.00	\$0.00	\$0.00

Customer represents that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature: <u>M. G. Mooreham</u>	Signature: <u>Nealy Scott</u>
Print Name: <u>M. G. Mooreham</u>	Print Name: <u>Nealy Scott</u>
Print Title: <u>911 Director</u>	Print Title: <u>Account Executive</u>
Date: <u>9/19/2019</u>	Date: <u>9/19/2019</u>

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Customer Authorization	Georgia Power Authorization
Signature: <u>Joseph H. Lumpkin, Jr.</u>	Signature: <u>Nealy Scott</u>
Print Name: <u>Joseph H. Lumpkin, Sr.</u>	Print Name: <u>Nealy Scott</u>
Print Title: <u>DCSO/Director of Public Safety</u>	Print Title: <u>Account Executive</u>
Date: <u>100419</u>	Date: <u>10/8/2019</u>

1. **Agreement Scope.** This Lighting and Smart Services Agreement for surveillance ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide surveillance and related service (the "Service") to the customer identified on Page 1 ("Customer"). The Service will be provided to Customer at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any pole, base, wiring, conduit, camera, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") as necessary or convenient to address regulatory requirements or for other reasons related to the Service or use of GPC Assets. The Service may allow Customer to retrieve, process, or access information, which may include photographs, video recordings, audio recordings, or other content obtained from the Premises ("Content"). The Service does not include any Content monitoring by GPC.
2. **Intent and Title.** This Agreement concerns GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets and GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term are collectively the "Term." GPC may suspend or terminate the Service without advance notice if GPC has reason to believe the Service is being used for an unlawful or unethical purpose.
4. **Payment.** GPC will invoice Customer per the financial terms stated on Page 1. The Service Cost will renew at the cost shown on Page 1, but the Regulated Cost will be determined by the tariffs approved by Georgia Public Service Commission at the time of billing. Customer agrees to pay the amount billed by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit in order to continue the Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change after the date of this Agreement.
5. **Premises Activity.** Customer grants to GPC and its contractors and representatives the right and license to enter the Premises and to perform any activity related to the Service or GPC's use of the GPC Assets, including the right to: (i) install and connect GPC Assets, to provide the Service, or to provide or install any other service; (ii) remove or disconnect pre-existing equipment where necessary or convenient; (iii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iv) provide electric energy to the GPC Assets; (v) install additional equipment or devices on GPC Assets; or (vi) conduct any other activity reasonably related to the Service or GPC Assets (Items (i) – (vi) collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation.** Customer recognizes the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - a. **Customer-Provided Equipment.** GPC, at its discretion, may connect GPC Assets to or otherwise use Customer-provided equipment, including wiring, servers, or similar equipment (collectively, "CPE") at the Premises to provide the Service. GPC is not responsible for repair or replacement of any CPE and GPC is not responsible for any damage CPE may cause to the Service or GPC Assets. Customer bears the exclusive risk of any damage resulting from any impaired functionality of the Service or damage to GPC Assets caused by CPE.
 - b. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any resulting delay.
 - c. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** During the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner or operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 - 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets (including any CPE), Customer must first obtain GPC's written consent. Customer must call GPC Lighting and Smart Services business unit at 1-888-655-5888 to obtain consent.
9. **System.** GPC Assets access and use certain proprietary or third-party hardware, application services, components, embedded software, or firmware (collectively, "System") in connection with the Service. System components remain the sole property of the owner. GPC grants Customer a license to access and use the System as specified in, and permitted by, this Agreement during the Term. Customer may not: (i) decompile or reverse engineer the System or take any other action to discover the source code or underlying idea or algorithm of any component; (ii) copy any System product or software; (iii) post, publish, or create a derivative work based on the System; or (iv) remove from the System any copyright notice, trade or service mark, brand name, or the like. Throughout the Term, Customer's use of the System is subject to, and Customer expressly agrees to abide by, the Flock Group Inc. ("Flock") Customer SaaS terms and conditions ("Flock Terms") attached as Exhibit A and incorporated by this reference.
10. **Internet Connectivity and Content Access.** As part of the Service, and unless otherwise noted, GPC or its contractor will provide an internet connection to link the camera to the System for upload of Content or other data transfers, which internet connection is not available for any other use. The Service does not include any device necessary for Customer's access to Content. Customer may access the Content and the System using Customer's own internet-connected device(s) and Customer's own internet connection (both of which are CPE under this Agreement). The Service uses internet bandwidth, the amount of which may vary based upon Customer's use of the Service. GPC is not responsible for any degradation of performance or function of other internet-connected devices due to internet bandwidth used by Customer's access of the Service. Customer acknowledges that when either internet connection is not operating or is otherwise unavailable for any reason, including network outage, cable cut, network maintenance, network congestion, equipment failure, weather, or a force majeure event, the Service, the internet-dependent components of the Service, or the transmission of Content to a remote storage site will not function. Transmission of a wireless signal can be further affected by radio signal strength or availability at the Premises. Customer must immediately notify Flock (as required by Section 1.2 of the Flock Terms) of any System failure or malfunction, including any internet or other transmission failure.

11. **Content Storage.** Content will either be stored in the cloud or on a local storage device provided by GPC and used by Customer for receipt and storage of the digital feed of Content. Each such local storage device is part of GPC Assets. Content will be available only until overwritten by the applicable storage device.
12. **Interruption of Service.** Customer understands Service and System are provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Customer acknowledges and agrees that GPC or its contractors or representatives may temporarily access Content to resolve any such interruption or as necessary to otherwise confirm operability of the System and Service. In the event of a Service interruption due to GPC Asset equipment failure, GPC will install replacement technology sufficient to provide equivalent Service. Customer can notify GPC by calling 1-888-655-5888.
13. **Content and Legal Compliance.** Customer acknowledges that it may use the Service and Content only for a lawful purpose, and that related surveillance equipment, including cameras, may be located only in areas where permitted by law and where persons have no reasonable expectation of privacy. Customer expressly agrees that it is subject to, and warrants or covenants that it will comply with, any applicable law, rule, or regulation regarding Customer's use of the Service or Content, including any law pertaining to surveillance equipment location, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar law. Customer acknowledges that its use of the Service or Content is at Customer's own risk. Customer is solely responsible for any picture, sound, audio, video, or other data that Customer, or anyone Customer should reasonably expect to use or have access to the Service or Content, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using GPC Assets or the Service.

To the extent required by applicable law, rule, or regulation (public or private), Customer agrees to inform any third party entering the Premises that the Premises may be monitored or recorded. Customer is solely responsible, and GPC has no liability whatsoever, for any decision or action regarding such notice, including notice content, mode, means, or placement.

Customer is the owner of Content and is solely responsible for: (i) Content substance; (ii) Customer's conduct with respect to Content; and (iii) any consequence of accessing, retrieving, or using Content. In connection with Content, Customer represents, warrants, or covenants that: (a) Customer owns or has any necessary license, right, consent, or permission to enable use of Content as contemplated by this Agreement; and (b) Customer's use or making available of Content does not and will not: (1) infringe, violate, or misappropriate any legal, copyright, trademark, patent, trade secret, moral, privacy, publicity, or other intellectual property or proprietary right of any third party; or (2) slander, defame, libel, or invade the right of privacy, publicity, or other property right of any other person.

Customer acknowledges and agrees that Content may be received or stored on computer servers maintained by GPC or third parties. Customer consents and agrees, and grants to GPC a perpetual, royalty-free, irrevocable license, that GPC may store, or cause to be stored, Content for such time as is determined at GPC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties. Customer expressly agrees that GPC may disclose Content to third parties, with or without notice to Customer: (i) in connection with any law enforcement investigation or proceeding; (ii) pursuant to a court order or subpoena; or (iii) as allowed or required by applicable law. Customer consents to any such disclosure.

14. **Disclaimer; Limitation of Liability; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or noninfringement) regarding the Service, GPC Assets, or any GPC Activity. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, the liability of GPC is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer understands the Service is not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that no GPC Asset, CPE, or Service is error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outage, weather, or the tampering with or destruction of GPC Assets or CPE. GPC is not required to supply Service to Customer during any such interruption. GPC does not guarantee the security of the System, GPC Assets, or CPE and is not responsible if any software code entering the CPE disrupts, disables, or self-limits the System or CPE. GPC is not responsible for maintaining the confidentiality, integrity, or security (physical or electronic) of Content. To the greatest extent allowed by applicable law, GPC is neither responsible for protecting Content against unauthorized access, disclosure, or use nor liable for any unauthorized access, disclosure, or use of Content. Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury or real or personal property damage, loss, or negative impact to Customer that occurs at the Premises.
15. **Not Insurance Policy.** Customer agrees and understands that: (i) GPC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy; (ii) insurance, if any, will be obtained by Customer or its customers or tenants; (iii) charges by GPC under this Agreement are based solely upon the limited value of the Service and are unrelated to the value of the Premises or the property located on the Premises; (iv) the amounts payable by Customer are not sufficient to warrant GPC assuming any risk of consequential, collateral, incidental, or other damages to Customer or its customers or tenants due to: (a) the Service; (b) any deficiency, defect, inadequacy, or disruption of the Service; or (c) GPC's or its contractors' negligence or failure to perform; (v) Customer does not intend this Agreement to impose liability on GPC except within the limitations of this Agreement; and (vi) Customer agrees that GPC will not be liable for loss or damage due, directly or indirectly, to any occurrence or consequence from occurrence that the Service may be desired to detect.
16. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts.
17. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. If GPC employs or contracts with any subcontractor in connection with this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
18. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, late fees, or any amount due for the Service during the remaining Term.
19. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "Include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "In writing" includes email communication, absent express statement otherwise. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

EXHIBIT A – FLOCK GROUP INC. CUSTOMER SaaS TERMS AND CONDITIONS

These SaaS Terms and Conditions (the "SaaS Terms") apply to Customer's use of the Flock Services (as defined below) provided by Flock Group Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 ("Flock") pursuant to that Lighting and Smart Services Agreement for Surveillance between Customer and Georgia Power Company ("Master Agreement"). These SaaS Terms include and incorporate the Master Agreement, and any defined terms used in these SaaS Terms that are not defined within will have the meanings set forth in the Master Agreement.

1. SERVICES AND SUPPORT

- 1.1 Subject to these SaaS Terms, Flock will use commercially reasonable efforts to provide Customer access to the platform for viewing video footage (the "Recordings"), support services, and other services set forth herein (collectively, the "Flock Services"). The Recordings will be available for Customer to access for 30 days. Customer may be required to sign up for an account, and select a password and user name ("Flock User ID").
- 1.2 Subject to the terms hereof, Flock will provide Customer with reasonable technical and remote support and maintenance services ("Support Services") by email at hello@flocksafely.com or phone at 1-866-901-1781. Flock will use commercially reasonable efforts to respond to requests for support.
- 1.3 Customer may not select as its Flock User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission of Company or Flock. Customer will not share its account or password with anyone, and must protect the security of its account and password. Customer is responsible for any activity associated with its account.
- 1.4 References to the "Unit" herein means cameras together with Embedded Software (defined below), while references to "Hardware" mean such cameras alone, excluding any software or firmware of any kind.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Flock Services, certain software embedded on the Hardware by Flock ("Embedded Software"), or any other software or documentation or data related to the Flock Services (collectively, "Software") (except that such prohibition shall not apply to the extent applicable law prohibits such restriction); modify, translate, or create derivative works based on the Flock Services, Hardware or any Software (except to the extent expressly permitted by Flock or authorized within the Flock Services); use the Flock Services, Hardware or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Flock Services, Hardware, Software 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 agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." 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 these SaaS Terms and will be prohibited except to the extent expressly permitted by the terms of these SaaS Terms.
- 2.3 Customer represents, covenants, and warrants that Customer will use the Flock Services only in compliance with these SaaS Terms and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video or audio content. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of the Flock Services, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the foregoing.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Flock Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via the Unit, including the Recordings, to enable the provision of the Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("Customer Data"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Flock Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in these SaaS Terms will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Recordings to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce these SaaS Terms, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Recordings in order to comply with certain legal obligations, but such retained Recordings will not be retrievable without a valid court order.
- 3.2 Customer shall own all right, title and interest in and to the Customer Data. Flock shall own and retain all right, title and interest in and to (a) the Flock Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation services or remote services, and (c) all intellectual property rights related to any of the foregoing. Company will own and retain all right, title and interest in and to the Hardware used by Customer hereunder. If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 3.3 Subject to these SaaS Terms, including payment by Company of the applicable license fees, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use and access the Flock Services. These SaaS Terms are a license, not a sale, to the Flock Services and does not convey to Customer any rights of ownership in or related to the Software or Units. For clarity, these SaaS Terms also do not convey to Customer any rights of ownership in or related to the Hardware.
4. Notwithstanding anything in these SaaS Terms to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Software, Flock Services and related systems and technologies (including, without limitation, information concerning

Customer Data and data derived therefrom). Customer acknowledges that Flock will be compiling anonymized and aggregated data based on Customer Data input into the Software and Flock Services (the "Aggregated Data"). Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Flock Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings, and (ii) disclose the Customer Data (inclusive of any Recordings) to third party service providers to enable law enforcement monitoring against law enforcement hotlists.

5. TERM AND TERMINATION

- 5.1 Subject to earlier termination as provided below, these SaaS Terms are for the term as specified in the Master Agreement.
- 5.2 In the event of any material breach of these SaaS Terms, the non-breaching party may terminate these SaaS Terms prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that these SaaS Terms will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Upon termination for Flock's breach, Customer will be entitled to a pro-rata portion of the pre-paid fees (other than one-time fees or other non-refundable fees indicated in an order) for Flock Services not received.
- 5.3 Upon any termination, Flock will delete all Customer Data and Customer's right to access or use any Software, and all licenses granted by Flock hereunder will immediately cease.
- 5.4 The following sections of this Exhibit A will survive termination: 2.1, 2.2, 2.3, 5 (with respect to any accrued rights to payment) and 6, and 7.

6. DISCLAIMER

Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Flock Services in a manner which minimizes errors and interruptions in the Flock Services and shall perform the Flock Services in a professional and workmanlike manner. 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, THE FLOCK SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, RESELLERS, AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE SAAS TERMS OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK OR ITS RESELLER FOR THE FLOCK SERVICES UNDER THESE SAAS TERMS IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

8. MISCELLANEOUS

- 8.1 Publicity. Customer grants Flock the right to verbally disclose that Customer uses Flock's services and solutions. Customer may opt out of such publicity by notifying Flock at opt-out-gpc@flocksafety.com.
- 8.2 Beneficiary. Customer acknowledges and agrees that Flock is a third-party beneficiary under the Master Agreement and may enforce all terms applicable to Flock thereunder.