

## SAAS ORDER FORM

Customer: Sandy Springs Police Department	Contact: Micah Patrick
Address: 7840 Roswell Rd, Suite 301 - Sandy Springs, GA 30350	Phone: 770-551-6914 E-Mail: mpatrick@sandyspringsga.gov
<b>Services:</b> Flock's software for automatic license plate detection of video recorded by the Flock Gate Cameras (the "Hardware"), searching image records, and a platform for sharing those records with Customer, in the form such software is provided by Flock to Customer ("Service(s)"). For clarity, the Services are reliant on use of the Hardware.	
<b>Fees:</b> \$ 1500 per year <b>Number of Cameras:</b> OCGA	<b>Service Term:</b> 13 The initial term of this Agreement shall be 13 months, subject to early termination (the "Initial Service Term"). Following the Initial Service Term, this Agreement will automatically renew for successive renewal terms of 24 months subject to early termination (each, a "Renewal Term", and together with the Initial Term, the "Service Term") unless either party gives the other party notice of non-renewal at least ninety (90) days prior to the end of the then-current term.
<b>Payment Schedule:</b> [Payable thirty (30) days in advance of each time period indicated above, subject to the terms of Section 5 herein.]	<b>Method of Payment:</b> ACH or Check
<b>[Implementation Services:</b> Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. <b>Implementation Fee (one-time):</b> \$ 0	

## SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 17<sup>th</sup> day of October, 2018 (the "Effective Date") between Flock Group Inc with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Flock Group Inc:

Customer Name:

By: Bailey Quintrell  
Name: Bailey Quintrell  
Title: Head of Public Safety

By: John Mullin  
Name: John Mullin  
Title: Major

## TERMS AND CONDITIONS

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## **1. SERVICES AND SUPPORT**

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. The Services include access to a platform for viewing video footage (the "Recordings"). 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 ("Company User ID").
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical and on-site support and maintenance services ("On-Site Services") in-person or by email at [hello@flocksafety.com](mailto:hello@flocksafety.com). Company will use commercially reasonable efforts to respond to requests for support.
- 1.3. Customer agrees to provide Company with accurate, complete, and updated registration information. Customer may not select as its Company 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. 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.

## **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 Services, certain software embedded on the Hardware by Company ("Embedded Software"), or any other software or documentation or data related to the 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 Services, Hardware or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the 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 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 this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 2.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement 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 Company 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 Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- 2.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. References to the "Unit" herein mean Hardware together with Embedded Software, while references to "Hardware" mean such hardware alone, excluding any software or firmware of any kind. Customer will not be able to access the Services except through the Unit, and the Unit will no longer function when this Agreement is terminated. Upon termination of this Agreement, Company will collect all Units.

### 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 Company includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Company or collected by Company via the Unit, including the Recordings, to enable the provision of the 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 Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Company’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 this Agreement 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, Company 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 Company 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 this Agreement, 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 Company, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Company 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. Company shall own and retain all right, title and interest in and to (a) the Services, Hardware and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or On-site Services, and (c) all intellectual property rights related to any of the foregoing. 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 Company all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
- 3.3. Subject to all terms and conditions of this Agreement, Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use (a) the Embedded Software as installed in the Unit by Company and (b) any other Software provided by Company hereunder, solely in the form provided by Company; in each case, solely as necessary for Customer to use the Services. This Agreement is a license, not a sale, of Software (including any Embedded Software) and does not convey to Customer any rights of ownership in or related to the Software. For clarity, this Agreement also does not convey to Customer any rights of ownership in or related to the Hardware.
- 3.4. Notwithstanding anything in this Agreement to the contrary, Company 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, Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer acknowledges that Company will be compiling anonymized and/or aggregated data based on Customer Data input into the Software and Services (the “Aggregated Data”). Customer hereby grants Company 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 Services and for other marketing, development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose the Customer Data (inclusive of any Recordings) to enable law enforcement monitoring against law enforcement hotlists. No rights or licenses are granted except as expressly set forth hereon.

#### **4. PAYMENT OF FEES**

- 4.1. Customer will pay Company the applicable fees as set forth on the Order Form (the "Fees"). All payments will be made in accordance with the Payment Schedule and the Method of Payment. If not otherwise specified, payments will be due within thirty (30) days of invoice and are nonrefundable.
- 4.2. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 4.3. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

#### **5. TERM AND TERMINATION**

- 5.1. Subject to earlier termination as provided below, this Agreement is for the Service Term as specified in the Order Form.
- 5.2. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Company's breach, Company will refund to Customer a pro-rata portion of the pre-paid Fees for Services not received due to such termination.
- 5.3. Upon any termination, Company will collect all Units, delete all Customer Data and Customer's right to access or use any Software, and all licenses granted by Company hereunder will immediately cease.
- 5.4. The following sections will survive termination: 2.1, 2.2, 2.3, 5 (with respect to any accrued rights to payment) and 6-8.

#### **6. REMEDY; WARRANTY AND DISCLAIMER**

- 6.1. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Company's technical support as described in Section 1.2 above. If such efforts do not correct the Defect, Company shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Company reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Company of defect. Company agrees to replace cameras once at no cost to Customer in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense with a replacement cost of \$300 per camera.
- 6.2. Company will not provide the remedy described in Section 6.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Company; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Company.
- 6.3. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled

maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, THE REMEDY DESCRIBED IN SECTION 6.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND COMPANY'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE COMPANY DOES NOT WARRANT THAT THE 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 SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY 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, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT 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 COMPANY'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 COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY 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 SERVICES.

## **8. MISCELLANEOUS**

- 8.1. 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 and enforceable.
- 8.2. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.
- 8.3. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- 8.4. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 8.5. All notices under this 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 facsimile or e-mail; 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.
- 8.6. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. The federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement.
- 8.7. Customer grants Company permission to install cameras and signage at agreed upon locations and to perform labor at agreed upon locations.



**EXHIBIT A**

**Statement of Work**

Installation of Flock camera

OCGA 50-18-72(a)(25)(A)