

**REVOCABLE LICENSE ISSUED TO  
FLOCK GROUP, INC.  
BY THE CITY OF PEORIA, ARIZONA**

THIS REVOCABLE LICENSE ("License") is issued by the City of Peoria, Arizona, an Arizona municipal corporation (hereinafter called "City") to Flock Group, Inc., a Delaware corporation authorized to do business in Arizona (hereinafter called "Licensee") the City and Licensee are hereinafter individually referred to as a Party and collectively as the Parties.

WHEREAS, the City owns certain public streets and rights-of-ways and public utility easements within the boundaries of the City; and

WHEREAS, City and Licensee have entered into that certain Master Services Agreement ("Services Agreement") dated September 23, 2024 (ACON07225) for the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage ("Flock Services"); and

WHEREAS, to facilitate the provision of the Flock Services, Licensee will install traffic cameras at the Sites (defined herein, and as identified in Exhibit A), which may include the pole, clamps, solar panel, installation components, and any other physical elements ("Facilities") that interact with the Embedded Software ("Embedded Software" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware; "Customer Hardware" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.) and the Web Interface ("Web Interface" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services) to provide the Flock Services.

WHEREAS, Licensee requests City's permission to construct, install, operate, maintain its Facilities on specific City-owned street light poles, or traffic signal poles if authorized by the City in its sole discretion, and use the public highways, public streets, public rights-of-way, and public utility easements in the City in order to provide Flock Services pursuant to the terms of the Services Agreement; and

WHEREAS, the City desires to grant Licensee a License to install, maintain, operate and repair the Facilities at the Sites for the purpose of providing Flock Services as authorized by Arizona Corporation Commission; and

WHEREAS, the City is authorized to regulate its streets and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of such Facilities within the City's

boundaries pursuant to the Peoria Charter, Peoria City Municipal Code, and by virtue of other applicable law, by the City's police power, its authority over the City's public rights-of-way, and its other governmental powers and authority; and

WHEREAS, pursuant to the Peoria Municipal Code, upon City Council approval the City Manager or his designee is authorized to execute a license with Licensee to construct, install, operate, maintain and use its Facilities at the Sites located in, along, under, over and across public highways, public streets, public rights-of-way, and public utility easements within the City to provide Flock Services; and

WHEREAS, by such authority as may be conferred by the Arizona Revised Statutes, as amended, the Peoria City Charter, City Code, state and federal law (as amended), the City is issuing this License; and

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee the City hereby grants a revocable License to Licensee and permission to use the public rights-of-way pursuant to the terms and conditions set forth herein.

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|--------------------|--------------------|
| 1. <u>Exhibits</u> | <u>Description</u> |
| Exhibits A         | Sites              |

The Sites in Exhibit A may be amended upon written request of Licensee and subject to the approval and discretion of the City Engineer. Any amendments to the Sites will not become effective until Licensee's request and the City Engineer's approval has been filed with the City Clerk.

2. Permission Granted.

2.1 Subject to the provisions contained herein, the City Code, City Charter, Arizona Revised Statutes, the Constitution of the State of Arizona, and federal law the City hereby grants to Licensee the nonexclusive revocable license, permission, right and privilege to construct, install, operate, maintain and use Facilities in, under, along, over and across public highways, public streets, public rights-of-way, and public utility easements to provide Flock Services, as authorized by the Services Agreement within the current and future corporate limits of the City. The terms, phrases, words and their derivatives shall have the meaning defined in Chapter 23 of the Peoria City Code as amended from time to time, unless otherwise defined herein. By accepting this License, Licensee agrees that this License and the Licensee are subject to all provisions of this License, the City Charter and City Code, including, but not limited to, Chapter 23 of the City Code, and the Peoria Engineering Standards Manual ("PESM"). Licensee will perform all work on the Facilities in compliance with the Uniform Standard Specifications for Public Works Construction, (sponsored and distributed by the Maricopa Association of Governments as amended hereinafter referred

to as "MAG"), the City supplements to MAG, the PESH, Supplemental Details, Occupational Safety and Health Administration ("OSHA") regulations, and the Manual on Uniform Traffic Control Devices (MUTCD), as all of which may be amended from time to time and will follow good practices for the industry.

- 2.2 Licensee shall pay City, for the administrative costs of processing this License in the amount required by the Peoria City Code upon submittal of this application and prior to submittal of this License to the City Council, receipt of which is hereby acknowledged. This fee is in addition to any other fee required by this License.
- 2.3 Should the City Engineer, in his/her sole discretion, determine that the complexity of this License, requires the City to retain outside experts to assist in the review of the material, the Licensee shall pay all reasonably related costs for such experts.
- 2.4 If it is necessary for the Licensee to comply with any rule or regulation of the Federal Communications Commission ("FCC") to engage in business activities associated with use of the public highways, public streets, public rights-of-way, and public utility easements to provide Flock Services, the Licensee shall comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. Provided, however, no such rule or regulation of the FCC shall enlarge, reduce, alter, undermine, or modify any of the rights, obligations or duties required by this License without a prior written modification to this License, except to the extent permitted by applicable law.
- 2.5 Before constructing, operating, installing or using the Facilities in the public highways, public streets, public rights-of-way or public utility easements, Licensee shall notify the City Engineer in writing thirty (30) days prior and shall be the party to apply and be responsible for any permits to construct, install, maintain or perform any work in the public highways, public streets, public rights-of-way or public utility easements which require a construction permit from the City pursuant to applicable City Engineering Standards, City Codes or this License. Licensee shall apply for and obtain any permits to prior to constructing, installing, maintaining or performing any work in the public highways, public streets, public rights-of-way or public utility easements, which require a permit and plan review approval from the City. Licensee shall submit required construction assurances (permits bond in the amount of the cost of the improvements) and certificate of insurance for each permit prior to beginning any and all construction work performed pursuant to the rights granted under this License. The permit bonds for each permit are separate from the Performance Bond (Section 5) and Revocable Letter of Credit (Section 6).
  - 2.5.1 Such permits require submittal of an application together with the required number of complete construction plans (i.e., drawing, details, maps, notes, etc.). Upon City receipt of the application and

plans, the City will perform a technical plan review. Upon completion of the technical review, either a permit will be issued to the applicant or the application will be returned for completion, corrections, modifications, or submittal of all required information, in which the applicant will be notified and must resubmit the application after the required changes have been made.

- 2.5.2 Licensee must pay all applicable plan review fees which are due and will be collected at the time of the submittal of the application and required number of plans per Section 2.5.1 above.
- 2.5.3 Permit fees are due and must be paid at the time of the issuance of the permit.
- 2.5.4 Licensee shall strictly adhere to and perform in accordance with the PESM as amended from time to time by the City Engineer; failure to do so is a breach of this License.
- 2.5.5 Licensee will retain sole ownership of its Facilities and shall at all times repair and maintain the Sites and its Facilities at Licensee's sole expense in a first-class, sound, clean, safe and attractive manner, meeting or exceeding the manner of maintenance at first class comparable facilities in Maricopa County, Arizona, as determined in City's discretion, and in compliance with City Code and PESM.
- 2.5.6 Licensee understands and agrees that failure to comply with any time and performance requirements in this License or the requirements of the Peoria City Code and PESM will result in damage to the City, and that it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance; therefore, Parties agree that it will be considered a breach of this License and result in revocation of the License.
- 2.5.7 Each failure to properly restore the Sites, public rights-of-way, or to correct related violations of specifications, code, ordinance, or standards within sixty (60) calendar days or such longer period of time as reasonably necessary to perform the required work in the City's discretion of having been notified by the City to correct such defects may result in revocation of the License.
- 2.5.8 If Licensee desires to change the components of any of the Facilities in a way that increases the burden on the street light poles, or traffic signal poles if authorized by the City in its sole discretion, or right-of-way, written approval of such change must be obtained from a representative of the City Engineer which approval shall not be unreasonably withheld or delayed.
- 2.5.9 All work pursuant to this License must be performed substantially in compliance with the Uniform Standard Specifications for Public

Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG"), the City of Peoria supplements to MAG and the PESH and must follow good practices for the industry.

- 2.5.10 If Licensee desires to change the location of any component or related facility installed pursuant to this License, from that set forth in the initial permit application(s), Licensee shall apply to the City for and obtain approval for an amendment to the permit prior to installation or construction.
  - 2.5.11 The exact placement and location of Licensee's Facilities shall be determined by City in its sole discretion. Parties desire to have the Facilities installed outside of the paved street areas whenever such location is reasonably feasible.
  - 2.5.12 When it is necessary for the Facilities to intersect City streets or be placed under paved areas, Licensee shall use directional boring under such streets unless the City has approved of other methods in writing.
- 2.6 Notwithstanding anything in this License to the contrary, the City specifically reserves to itself and excludes from this License an exclusive delegable right (the "Reserved Right") over any Sites for all manner of real and personal improvements and for streets, sidewalks, trails, landscaping, utilities, and every other land use of every description, and to allow other Competing Users to conduct Competing Activities upon any area of the Sites.
- 2.6.1 Without limitation, Licensee acknowledges and accepts the risk that the City and/or others ("Competing Users") may now or in the future use the Sites in a manner inconsistent with Licensee's use. The Competing Users include without limitation the City, the State of Arizona, any political subdivision, the public, and all manner of public utility companies and other existing or future users of the Sites.
  - 2.6.2 The City and its agents, contractors or employees shall not be liable to Licensee its customers or third parties for any Flock Services disruption or for any other harm caused to them or to the Facilities due to the actions, omissions, or activities of Competing Users or Competing Activities (defined below).
  - 2.6.3 The City may remove, alter, tear out, relocate or damage all or any portion of the Facilities in the case of fire, disaster, or other emergencies if the City Manager or designee deems such action reasonably necessary under the circumstances. In such event, the City and its agents, contractors or employees shall not be liable to Licensee or its customers or third parties for any delay or disruption of Flock Services or harm so caused to Licensee, its

contractors, clients, or the Facilities due to the emergency. When practical, the City shall consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Facilities. In any event, the City shall inform Licensee after such actions. Licensee work to repair or restore the Facilities may be Relocation Work as set forth in Section 11 below.

2.6.4 Licensee accepts the risk that there may now or in the future exist all manner of work and improvements upon the Sites ("Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning, or other dealing with any or all of the following, whether above, upon, or below the surface of the Sites and whether occasioned by the existing or proposed uses of the right-of-way or existing or proposed horizontal or vertical construction on adjoining or nearby land:

2.6.4.1 All manner of streets, sidewalks, alleys, trails, ways, street light poles, and traffic control devices of every description and all manner of other transportation facilities and their appurtenances.

2.6.4.2 All manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, and all manner of other utility facilities and their appurtenances.

2.6.4.3 All manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances.

2.6.4.4 All other uses of the Sites and rights-of-way that the City may permit from time to time.

2.7 If the Facilities or any other Licensee equipment, improvements or activities within the Sites present any immediate hazard or impediment to the public, to the City, to other improvements or activities within or without the Sites, or to the City's ability to safely and conveniently operate the rights-of-way or perform the City's utility, public safety and other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with the City's requests to secure the Site, and otherwise cooperate with the City at no expense to the City to remove any such hazard or impediment. Pursuant to the City's Standard Operating Procedures, Licensee's work crews shall report to the Sites within two (2) hours of any request by the City under this subsection.

2.8 The authority granted by this License does not in any way provide for any express or implied consent to use or otherwise operate within City owned and or operated conduit. Any such use or operation must be approved

through an amendment to this License or as otherwise prescribed by the City at the time of the request.

- 2.9 This License shall not be construed in any way to grant Licensee the right or ability to construct underground facilities of any kind in conjunction with the work permitted by this License.

### 3. General Conditions.

- 3.1 The Licensee and City agree if a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that the City did not have the authority to issue this License to Licensee then this License shall be considered a revocable permit with a mutual right of either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such revocable permit shall be the same requirements and conditions as set forth in this License except for conditions relating to the term of the License and the right of termination. If this License shall be considered a revocable permit as provided herein, the Licensee acknowledges the authority of the City Council to issue a revocable permit and the power to revoke as provided therein.
- 3.2 There is hereby reserved to the City every right and power which is required to be herein reserved or provided by the City Code, any ordinance, and the City Charter, and Licensee, by its acceptance of this License, agrees to be bound thereby and to comply with any action or requirements of the City in its exercise of such rights or power, heretofore or hereafter enacted or established, except those actions or requirements which are unlawful under state or federal law. Neither the granting of any License nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of the City.
- 3.3 The Licensee shall comply with the Insurance Requirements set forth in this License. Provided that the insurance also complies with all the requirements of this License, the Licensee may maintain endorsements or policies, in forms acceptable to the City Attorney, to the extent that Licensee shall construct, operate, install or use its Facilities in the public highways, public streets, public rights-of-way, and public utility easements.
- 3.4 Licensee shall meet with the City and other rights-of-way users as requested by the City to coordinate and plan construction on the rights-of-way and all matters affected by this License.

### 4. Indemnification and Assumption of Risk.

- 4.1 In addition to the indemnity requirements set forth in the Peoria City Code, Licensee shall defend, indemnify and hold harmless City, its Mayor and Councilmembers, officers, agents, employees, boards, and commissions

(collectively, including City, "City Indemnitees") from and against all third-party claims, demands, damages, losses and expenses of any nature (including an award of attorneys' fees), sustained by the City Indemnitees on account of any suit, judgment, execution, claim or demand whatsoever arising out of or resulting from the acts or omissions of Licensee, its customers, officers, agents, employees, contractors, successors or assigns (collectively, "Licensee and its Agents"), or the performance of work by Licensee and its Agents pursuant to this License or the installation, operation, or maintenance of the Facilities, whether or not any act or omission complained of is authorized, allowed or prohibited by this License (each, a "Claim"), except to the extent such Claim arises due to the gross negligence or willful misconduct of the City Indemnitees. The amount and type of insurance coverage requirements set forth in this License will not be construed as limiting the scope of the indemnity. In the event of any Claim, the City Indemnitees shall give reasonable, prompt notice to Licensee of such Claim. Failure of the City Indemnitees to timely give such notice to Licensee shall relieve Licensee of its indemnity obligations hereunder only to the extent Licensee is actually prejudiced or damaged by such failure. Licensee shall have reasonable control of the defense of any action or litigation of a Claim and all negotiations for the settlement or compromise of the same, except that Licensee may not make any non-monetary settlement or compromise without the City Indemnitees' consent, which consent shall not be unreasonably withheld or delayed. The City Indemnitees shall cooperate with Licensee in the defense and settlement of any Claim at Licensee's expense. No City Indemnitee shall take any action to settle, to compromise or otherwise to make any payment, admission, or statement to or for the benefit of any third-party claimant without Licensee's written consent.

- 4.2 For avoidance of doubt, Licensee's customers shall be considered third parties for purposes of Section 4.1, and the Parties acknowledge that Licensee shall indemnify City Indemnitees against any suit, judgment, execution, claim or demand whatsoever from its customers, so long as it is alleged to arise or result from the installation, operation, maintenance, repair, or condition of any Facilities authorized under this Agreement, the delivery of Flock Services over the Facilities, or the condition of public or private property altered as a result of Licensee's activities.
- 4.3 Notwithstanding any other provision of, or limitation in, this License to the contrary, if pursuant to A.R.S. § 41-194.01 the Attorney General determines that this License violates any provision of state law or the Constitution of Arizona and City and Licensee are not able (after good faith attempts) to modify the License so as to resolve the violation with the Attorney General within thirty (30) days of notice from the Attorney General pursuant to and under the provisions of A.R.S. §41-194.01(B)(1), this License shall automatically terminate at midnight on the thirtieth (30th) day after receiving

such notice from the Attorney General, and upon such termination the Parties shall have no further obligations under this License. Additionally, if the Attorney General determines that this License may violate a provision of state law or the Constitution of Arizona under A.R.S. §41-194.01(B)(2), and the Arizona Supreme Court requires the posting of a bond under A.R.S. §41-194.01(B)(2), City shall be entitled to terminate this License, except if Licensee posts such bond; and provided further, that if the Arizona Supreme Court determines that this License violates any provision of state law or the Constitution of Arizona, City may terminate this License and the Parties shall have no further rights, interests, obligations under this License, or claim against the other Party for a breach or default under this License.

4.4 Licensee shall assume the risk of, and hereby relinquishes any claim of any kind whatsoever against City in connection with any final, non-appealable order or determination by a court of competent jurisdiction that City lacked the statutory authority under Arizona law to issue this License.

5. Performance Bond Requirements.

Before the City will issue any permit to construct, install, maintain or perform any work on public property that requires a permit pursuant to applicable City codes, Licensee must cause to be filed and must maintain, until either completion of the construction or termination of this License, a faithful performance bond in favor of City in the amount of \$100,000 or the sum of the construction costs (whichever is greater) to guarantee that Licensee shall observe, fulfill and perform each and every term of this License. In case of any breach of any condition of this License, any amount of the sum in the bond, up to the whole thereof, may be forfeited to compensate City for any damages it may suffer because of such breach. Said bond shall be acknowledged by Licensee, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. City and Licensee agree that the process and procedure for drawing upon, curing, and replenishing the performance bond shall be the same as set forth below for the Security Fund. This bond is in addition to any other bond or security requirement described in this License or required by any law or regulation.

6. Security Fund.

6.1 Upon application for continued use of the rights-of-way, but no later than five (5) business days before this License is submitted to the City Council for approval, Licensee shall provide either a cash deposit, a domestic irrevocable Letter of Credit to the City, interest bearing account, or a bond, in a form acceptable to the City attorney, in the initial amount of \$100,000 as a Security Fund ("Security Fund"). Said cash deposit, domestic irrevocable Letter of Credit, interest bearing account, or bond, shall be maintained with the City for the term of this License as security for the faithful payment by Licensee and compliance with all lawful orders, permits and directions of any department or office of the City having jurisdiction over its acts or defaults

under this License and any permit issued pursuant thereto, and the payments by Licensee of any fees, claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the Facilities. This Security Fund is in addition to any other bond or security requirement described in this License or required by any law or regulation. The City will notify the Licensee, in writing of any failure, noncompliance, or nonpayment pursuant to this section. Any noncompliance or nonpayment that remains uncured for greater than thirty (30) days (after receipt of written notice), the City shall have the full discretion and authority to withdrawal funds from the Security Fund account, except that all interest accrued on any cash deposit shall be payable to Licensee.

6.2 Within thirty (30) days after notice to Licensee that an amount has been withdrawn by the City from the Security Fund, the Licensee shall deposit a sum of money sufficient to restore such Security Fund to the original amount. Such notice by the City shall include a full accounting of all sums withdrawn.

6.3 The Licensee shall be entitled to the return of such Security Fund, or remaining balance thereof, as remains on deposit at the expiration of the term of the License or upon termination of the License at an earlier date, provided that there is no outstanding failure, noncompliance, or nonpayment on the part of the Licensee. Any funds that the City erroneously or wrongfully withdraws shall be returned to Licensee, within thirty (30) business days of such a determination.

6.4 The rights reserved to the City with respect to the Security Fund are in addition to all other rights of the City whether reserved by this License or authorized by law; and no action, proceeding or exercise of a right with respect to such security fund shall affect any other right the City may have.

6.5 The Licensee shall provide the City, in a form acceptable to the City Attorney, an endorsement or amendment to such security providing that such security can be withdrawn by City pursuant to the provisions of this License and that, if withdrawn, such security shall be restored to the original amount as provided in this License.

## 7. Insurance Requirements.

7.1 Licensee, at its own expense, shall carry and maintain insurance of the types and amounts required in this section with companies possessing a current AM Best, Inc. rating of A++ or better and legally authorized to do business in the State of Arizona with policies and forms reasonably satisfactory to City.

7.2 All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement and may result in termination of this Agreement.

- 7.3 The failure to renew any of the insurance policies required pursuant to this Agreement prior to their expiration shall constitute a breach of this License Agreement.
- 7.4 All insurance policies, except Workers' Compensation, required by this Agreement shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, City, its agents, representatives, officers, directors, officials and employees as additional insureds.
- 7.5 Licensee's insurance shall be primary insurance over any insurance available to the City and as to any claims resulting from this Agreement, it being the intention of the Parties that the insurance policies so effected shall protect both Parties and be primary coverage for any and all losses covered by the described insurance. The insurance provided by Licensee shall not require contribution from, any other insurance or self-insurance maintained by the City or the City's agents, representatives, officials, officers, directors or employees.
- 7.6 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Licensee's acts, errors, mistakes, omissions, work or service.
- 7.7 The insurance policies may provide coverage requiring deductibles, but payment of such deductibles shall be assumed by and shall be the sole responsibility of the Licensee.
- 7.8 Licensee will provide City with notice of cancellation of any policy required above in accordance with policy provisions.
- 7.9 In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from the Security Fund.
- 7.10 Proof of Insurance; Certificates of Insurance.
- 7.10.1 Prior to commencing work or services under this Agreement, Licensee shall furnish to City Certificates of Insurance issued by Licensee's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates of Insurance.
- 7.10.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City within five (5) business days of the expiration date.
- 7.10.3 All Certificates of Insurance shall identify the policies in effect on behalf of the Licensee, their policy period(s), and

limits of liability. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the Agreement documents. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

7.10.4 City reserves the right to request and to review at a mutually agreeable location, within ten (10) working days, copies of any or all of the required insurance policies and/or endorsements herein. City shall not be obligated, however, to review same or to advise Licensee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Licensee from, or be deemed a waiver of City's right to insist on, strict fulfillment of Licensee's obligations under this Agreement.

#### 7.11 Required Coverage.

7.11.1 Such insurance shall protect Licensee from claims set forth below which may arise out of or result from the operations of Licensee under this Agreement and for which Licensee may be legally liable, whether such operations be by the Licensee or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. Form CG 00011207 or equivalent thereof including, but not limited to, severability of interest and waiver of subrogation clauses.

7.11.2 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees.

7.11.3 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

7.11.4 Claims involving contractual liability insurance applicable to the Licensee's obligations of indemnification.

#### 7.12 Commercial General Liability; Minimum Coverage Limits.

7.12.1 Any combination between general liability and excess general liability alone amounting to a minimum of \$5,000,000.00 per occurrence and an aggregate of \$10,000,000.00 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc.'s (ISC) Additional Insured, Form B, CG 2010, or equivalent, and shall include coverage for Licensee's operations and products, and completed operations.

#### 7.13 Worker's Compensation and Employer's Liability.

7.13.1 Licensee shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Licensee's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than

\$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, Licensee's will require the subcontractor to provide worker's compensation and Employer's Liability to at least the same extent as required by Licensee.

7.14 Automobile Liability.

7.14.1 Licensee shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Licensee's work. Coverage shall be at least as broad as coverage code I, "any auto" (Insurance Service Office, Inc. Policy Form CA 0011293, or equivalent).

8. Coordination.

The City may issue reasonable, nondiscriminatory policy guidelines to all licensees and permittees to establish procedures for determining how to control issuance of engineering permits to multiple licensees for the same one-mile segments of their facilities. The Licensee agrees to cooperate with the City in establishing such policies and comply with the procedures established by the City Manager or his designee to coordinate with the City in the event of the issuance of multiple engineering permits in the same one-mile segments.

Whenever applying for a permit pursuant to this License, Licensee must coordinate with other Competing Users as determined by the City to accommodate opportunities for colocation and common installation. Nothing herein shall require Licensee to incur any unreasonable additional expense in order to accommodate colocation or common installations.

9. Records and Locator Service of Facilities; Mapping.

9.1 Licensee and its Contractor(s) shall comply with Title 40, Chapter 2, Article 6.3 of the Arizona Revised Statutes by participating as a member of AZ811 with the necessary records and persons to provide location service of Licensee's Facilities. A copy of the agreement or proof of membership shall be filed with the City Engineer.

9.2 Licensee shall maintain As-Built Drawings of its Facilities located within the ROW and shall furnish a copy both electronically in an ESRI-compatible mapping format (or in a mapping format compatible with the current City electronic mapping format as specified by the City) and in hard copy upon reasonable request by the City. Licensee shall create and maintain maps of any of its Facilities located in the rights-of-way and precise and verifiable horizontal and vertical location information and will make this information available to the City. Licensee shall supply GIS data attributes in a schema provided by the City, and within an accuracy of no less than three (3) feet for all components of the Facilities. The information provided by Licensee under this section will be accurate to the best of Licensee's knowledge.

Licensee shall make every reasonable effort to provide accurate and useful information, and the City acknowledges that the information will be provided on an "as-is" and "as-available" basis. Licensee shall be permitted to remove any information from the drawings provided hereunder that is not required for the City's purposes or that is confidential to Licensee.

- 9.3 If complete updates are not provided in a compatible format, Licensee shall pay, or the City may deduct from the Security Fund the actual, reasonable costs, the City incurs to update the City's electronic mapping format due to the location or relocation of Licensee Facilities.
- 9.4 In the event Licensee fails to supply records in the City specified format and there is a cost to the City in converting Licensee provided files, Licensee will be responsible for the conversion costs and will pay such costs within thirty (30) days of the date of the bill from the City invoicing the amount due, or the City may deduct the amount from the Security Fund.
- 9.5 The files and drawings provided by Licensee to the City shall be considered confidential only to the extent required by A.R.S. § 39-126.01.
10. Installation and Operation of the Facilities. All installations shall meet the applicable standard specifications and requirements of the City.
  - 10.1 Any trimming of trees by the Licensee in the public highways, public streets, public rights-of-way, and public utility easements shall be subject to such regulation as the City Manager or other authorized official may establish to protect the public health, safety and convenience.
  - 10.2 Licensee shall comply with Arizona Revised Statutes §§ 40-360.21 et seq. by participating as a member of the Arizona Blue Stake Center (or other appropriate organization selected by the City) with the necessary records and persons to provide the location and identity of Licensee's underground facilities, if such underground facilities are authorized by the City and this License, upon receipt of a locate call or as promptly thereafter as possible, but in no event later than two (2) working days after receipt of a locate call. A copy of Licensee's membership shall be submitted to the City upon request.
  - 10.3 The authority granted by this License does not in any way provide for any express or implied consent for the Licensee to lease, license or contract its Facilities to unrelated third parties, providers of Telecommunication Services as defined by A.R.S. § 9-581, Wireless Services as defined in §9-591, Cable Services, as defined in the Peoria City Code, or Video Services as defined in A.R.S. §9-1401("Unauthorized Users").

The authority granted by this License does not in any way provide for any express or implied consent for the Licensee to utilize its Facilities to provide, or facilitate the provision of, Telecommunication Services as defined by A.R.S. § 9-581, Wireless Services as defined in §9-591, Cable Services, as defined in the Peoria City Code, or Video Services as defined in A.R.S. §9-1401 ("Unauthorized Use").

Licensee warrants and represents that at the time of the execution of this License, it is not utilizing its Facilities or any Unauthorized Uses, or leasing, licensing or contracting its Facilities to any Unauthorized Users. Such Unauthorized Use and occupation of the rights-of-way constitute a material breach of this License and may result in termination of this License.

The authority granted by this License is not in lieu of any other license or franchise the City may require to occupy the highways to provide service other than the Flock Services.

The Licensee shall comply with rules and regulations of the FCC that apply to the Flock Services Licensee provides over the Facilities in the public highways, public streets, public rights-of-way, and public utility easements that Licensee is authorized to use by this License. The Licensee shall, within a reasonable time after request by the City, provide the City copies of all correspondence from the FCC to the Licensee or from the Licensee to the FCC that is directly relevant to use of the public highways, public streets, public right-of-way and public utility easements to provide Flock Services, as authorized by this License.

10.4 In order for the City to determine the Licensee's compliance with the terms of this License, within ten (10) days of written notice by City of a request for disclosure, the Licensee shall provide relevant documentation as requested by City. Upon reasonable notice by City, Licensee shall make its Facilities available for joint inspection as requested by the City. If the Licensee determines that in order to respond to City's request for documentation and inspection that it must reasonably provide proprietary information, the Licensee shall so designate such claim to proprietary treatment on documents provided to City.

10.5 Proprietary information shall mean any document or material clearly marked and identified as confidential (hereinafter "Proprietary Information"). Such Proprietary Information may include, but not be limited to, any customer lists, financial information, technical information or other information clearly identified as confidential pertaining to services provided to its customers.

Proprietary Information disclosed by Licensee to the City or its constituent departments, clearly marked and identified as required in this License, shall be regarded as proprietary as to third parties. If the City receives a request to disclose such information, the City shall notify Licensee of such request and allow the Licensee a reasonable opportunity to defend its information from disclosure. The foregoing shall not apply to any information that is already in the public domain; however, if public domain information is included with Proprietary Information on the same document, the City shall only disclose those portions within the public domain. It shall be the Licensee's sole responsibility to defend against disclosure of Proprietary Information. In the event the information is deemed not proprietary, or in compliance with a court order, the City shall disclose the information requested.

Notwithstanding any provision in this License, the Licensee acknowledges and understands that City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. § 39-121 *et seq.*) and Licensee agrees that the City has no liability to Licensee for any disclosure thereunder.

11. Licensee Relocation of Facilities. Upon the City's request, Licensee shall temporarily or permanently relocate or otherwise modify existing and future Facilities ("Relocation Work") as necessary to accommodate a government purpose as follows:
  - 11.1 Licensee shall perform the Relocation Work at no expense to the City when required by the City's Manager or designee.
  - 11.2 The Relocation Work includes all of the work determined by the City to be necessary to accommodate competing activities, including without limitation to temporarily or permanently, removing, protecting, supporting, disconnecting or relocating any portion of the existing or future Facilities.
  - 11.3 The City shall perform any part of the Relocation Work that has not been performed within Sixty (60) days after notice from the City. Licensee shall reimburse the City for its actual and reasonable costs associated with any Relocation Work within thirty (30) days from the receipt of the related invoice from the City. The City may draw from the Security Fund to reimburse itself for any costs associated with the Relocation Work at its sole discretion, provided the City shall include a full accounting of all sums withdrawn.
  - 11.4 City has no obligation to relocate Licensee's Facilities, equipment, materials, nor is there an obligation for the City to relocate the City's or any other entity's facilities, equipment, or materials.
  - 11.5 Any of Licensee's Facilities that are not relocated as required by this License shall be considered abandoned, and the City shall be entitled to use, relocate, or remove such abandoned Facilities at its sole discretion.
  - 11.6 All Relocation Work shall be subject to the provisions of this License, the Peoria City Code, and other City requirements including the PESM.
12. Licensee Abandonment of Facilities. If Licensee abandons use of its Facilities, equipment, materials or any tangible property which are used pursuant to this License, or upon cancellation, revocation or termination of the privilege herein granted, Licensee must notify the City and obtain a permit. Licensee may not abandon any portion of the Facilities without permission of the City. The City shall require and Licensee agrees to comply with all requirements identified in the PESM, all other applicable laws and regulations and any directive of the City Manager or designee regarding ameliorating the impact to the right-of-way or other City property caused by Licensees use under this License.

Notwithstanding the foregoing, City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the Facilities. Licensee will obtain and maintain an Annual Emergency Encroachment Permit and an Annual Maintenance Encroachment Permit pursuant to Sections 3.6.2 and 3.6.3 of the PESM. If Licensee makes any repairs under such circumstances, Licensee must notify City, before beginning the repairs if practicable. If additional permits are necessary, Licensee must apply for those permits for the repair work as soon thereafter as is practicable. In all cases, such application must be submitted within three (3) business days after the start of the repair. Licensee will maintain any annual permits required by the City for such repairs for the duration of this license. If abandoned, Licensee must notify the Arizona Blue Stake Center of such abandonment and shall record the abandonment consistent with Arizona Revised Statutes §§ 40-360.21 et seq.

13. Term of License. The right, privilege and obligations in this License shall continue and exist for a period of one (1) year from the Effective Date hereof unless sooner revoked as provided in this License (the "License Term"). Thereafter, the License Term will automatically renew annually for a period of one (1) year unless sooner terminated pursuant to the terms of this License.

At any time prior to the expiration of this License, the Licensee may apply to the City for a renewal or extension of the License in accordance with the then existing State and City laws.

14. Transferability of License.

14.1 No Assignment. The rights, privileges and license granted hereunder shall not be sublet, assigned or otherwise transferred nor shall any of the rights or privileges therein granted or authorized be leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Licensee, without the express written consent of the City, in its sole discretion, by an ordinance or resolution passed by the City Council. Before any proposed assignment or other transfer becomes final, the Licensee shall request the consent of the City to such proposed assignment. Any such assignment or transfer shall be in conformance with the applicable sections of the City Code. Any transfer or assignment that is to occur shall adhere to the provisions outlined in the City Code. The new Licensee (if consented to by the City) shall be equally subject to all the obligations and privileges of the original License, including any amendments, which will remain in full effect as if the new Licensee was the original Licensee.

14.2 Instruments. After the approved transfer, the Licensee shall provide City a copy of the deed, agreement, mortgage, lease, or other written instrument evidencing such transfer, certified and sworn to as correct by the Licensee. A request for consent to transfer shall include an assignment agreement

executed by Licensee and transferee and for execution by the City after its consent, that:

- 14.2.1 The transferee has read, accepts and agrees to be bound by the License; and
- 14.2.2 The transferee assumes all obligations, liabilities and responsibility under the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer shall not permit it to take any position or exercise any right which Licensee could not have exercised; and
- 14.2.3 The assignment of the License (including all amendments) shall be binding on the transferee as upon the transferor of the License as if the transferee had originally executed the License for the full term of the License; and
- 14.2.4 The transfer will not substantially diminish the financial resources available to the Licensee.

15. Reports.

15.1 Upon request Licensee shall provide to City copies of any communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting enforcement of this License.

15.2 Upon request Licensee shall provide City with regular reports in the formats in which they are customarily prepared by Licensee, as needed, to establish Licensee's compliance with the various requirements and other provisions of this License. Licensee reserves the right to seek appropriate confidentiality protections for any confidential information to be produced to City. City shall have the right to inspect all books, records, maps, and plans.

16. Inspection and Repair. Licensee is responsible for repairing all damage to any City property caused by Licensee. In the event the City Engineer determines, at his/her sole discretion, that the Licensee failed to meet the work performance standards enumerated in this License or failed to properly maintain or repair any work subject to this License, the City will mail notice and the basis of such findings to the Licensee. Within thirty (30) days of the mailing of such notice the Licensee must remediate all issues to the satisfaction of the City Engineer or provide a response in writing supplemented with any supporting evidence as to why Licensee is not responsible for the noticed issue. If the Parties cannot agree on the cause of the noticed issue or the scope of necessary repairs, and the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. For any work conducted pursuant to this License, Licensee must obtain any permits, bonds, certificates of insurance and pay all fees pursuant to City Policy.

17. On-Call Assistance.

Licensee shall be available to staff employees of any City department having jurisdiction over Licensee activities 24 hours per day, 7 days per week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Facilities. The City may contact by telephone the network operations center operator at the following phone number 1-800 \_\_\_\_\_ regarding such problems or complaints, and may use that number in order to reach Licensee at any time for any emergency matter. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in this License, the Peoria City Code and City policies and procedures. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence

18. Contact. The Licensee shall notify the City within thirty (30) days of any change in mailing address or emergency phone numbers.

Licensee Address:

FLOCK GROUP INC

Attn: HAMZA AL BAROUDI

1170 HOWELL RD NW SUITE 210

ATLANTA, GA 30318

With a Copy to:

FLOCK GROUP INC

Attn: LEGAL DEPT

1170 HOWELL RD NW SUITE 210

ATLANTA, GA 30318

Emergencies:

Phone: 1 800-866-9081 1781

E-mail: support@flocksafety.com

19. Lenders. Nothing in this License shall be deemed to prohibit a pledge, hypothecation, mortgage, or similar instrument transferring conditional ownership of all or part of the Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of the Licensee through a default of the Licensee, the lender may assume the rights and obligations of the Licensee. The lender or creditor may not transfer or change control of the License without submitting the change to the City for consent under this Section 19. If the lender does continue operation

on any basis at any time, it shall be subject to all provisions of the License. No later than three years after assumption of control by the lender or creditor, the lender or creditor shall apply to the City for the right to continue assumption of control or to transfer the License. Application by the lender or creditor for approval of such assumption of control or transfer shall be subject to all provisions set forth herein on consent by the City Council and approval shall not be unreasonably denied or delayed. A "lender" or "creditor" as discussed herein does not include a company, person or corporation or other entity that operates cable television systems, video service network, or telecommunications systems as a principal or important business. This Section 19 is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

20. Permitted Transfer. Notwithstanding the foregoing, prior consent shall not be required for a transfer to a company that meets the following conditions:

After the transfer, the company will be owned or controlled or under common control with the same direct parent of the Licensee, and the company will remain after such transfer under the ownership or control of that parent or an entity under common control or with the same direct parent.

Within thirty (30) days after completing a permitted transfer, Licensee and the proposed transferee shall submit to the City a notice of transfer, including documents meeting the conditions, and a description of the nature of the transfer, including complete information regarding the effect of the transfer on the direct and indirect ownership and control of the License.

After the transfer, the Licensee shall provide City a copy of the deed, agreement, mortgage, or lease or of other written instrument evidencing such transfer, certified and sworn to as correct by the Licensee.

After the transfer, the new licensee must comply with the provisions of this License with respect to further transfers as if the new licensee were the original Licensee.

21. Nonexclusive License. This grant is not exclusive, and nothing herein contained shall be construed to prevent the City from granting other like or similar grants or privileges to any other person, firm or corporation, or to deny to or lessen the powers and privileges granted the City under the Constitution and laws of the State of Arizona.

22. Revocation of License.

22.1 The City may revoke the License granted hereunder prior to its date of expiration if the Licensee fails to comply with the material terms and conditions of the License or applicable law.

22.2 Before revoking the License, the City Manager or a designee shall give written notice to Licensee of the defect in performance and give Licensee sixty (60) days within which to cure the defect in performance. The City and Licensee may mutually agree upon a longer period to cure the defect prior to revocation.

- 22.3 The City need not provide a sixty (60) day cure period prior to revocation if the City finds that the defect in performance is due to an intentional misconduct, is a violation of criminal law, is an immediate danger to public health and welfare, or is a part of a pattern of violations where the Licensee has already had notice and opportunity to cure.
- 22.4 The City need not provide notice of revocation and may revoke the License if Licensee voluntarily files any petition, or have an involuntary petition filed on its behalf under any chapter or section of the federal bankruptcy code; or shall file an answer admitting insolvency or inability to pay its debts; if a trustee or receiver is appointed to Licensee.
- 22.5 If the Licensee requests a hearing before revocation, the City shall provide a procedure for such a hearing prior to final action on the notice of defect in performance.

23. Acceptance of License Terms and Conditions.

- 23.1 This License will not become effective until all of the following has occurred:
- 23.1.1 The Parties have all executed this License; and
  - 23.1.2 Written acceptance thereof has been filed with the City Clerk; and
  - 23.1.3 This License has been approved by City Council; and
  - 23.1.4 The Licensee has satisfied all Performance Bond and Security Fund requirements set forth in this License.
- 23.2 By accepting this License, the Licensee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the License and by the Charter, Code, laws, rules and requirements of the City.
- 23.3 The Licensee acknowledges and accepts the right of the City to issue a License under currently applicable law and Licensee agrees it will not now or at any time hereafter challenge this right to issue the License in any way or in any forum.
- 23.4 The Licensee has reviewed the City's ability to grant a License and accepts such a License as the City may now be legally able to require.
- 23.5 In the event of conflict between the terms and conditions of the License and the terms and conditions on which the City can grant a license or permission to use the public highways, public streets, public rights-of-way and public utility easements as set forth in applicable law, the applicable law shall, without exception, control.
- 23.6 Nothing in this License shall be deemed to waive the requirement of the various codes, ordinances, policies, and regulations of the City regarding permits, fees to be paid or manner of construction.
- 23.7 The Licensee agrees that it will have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss,

costs, expense or damage arising out of any provision or requirement of the City because of the enforcement of the License or because of defects in ordinance or License issuance, or because of any required dedication or failure to require the dedication of any right or interest in real or personal property in conjunction with any site plan approval, zoning, rezoning, or any other application of City authority to an interest in land.

24. Entire Agreement and Amendment.

This License constitutes the entire understanding of the Parties regarding the matters set forth herein and may be amended or modified only by a written instrument signed by an authorized representative of each Party, except that City may modify this License as necessary to comply with applicable laws and regulations. In the event that an amendment in this License is necessary in order for the Parties to comply with applicable laws and regulations, each Party must use good faith efforts to amend the License to effect such compliance.

25. Resolution of Disputes.

The Parties shall attempt to resolve all claims, disputes, controversies, or other matters in question between the Parties arising out of, or relating to, this License ("Dispute") promptly, equitably, and in a good faith manner.

26. Authority to Enter into License.

Each Party represents and warrants that the person(s) executing this License on their behalf has full right, power, and authority to execute this License and bind their respective Party hereunder.

27. Cancellation.

This License is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

28. Governing Law.

This License is governed by and must be construed and interpreted in accordance with and in reference to the laws of the State of Arizona, without regard to its conflicts of laws provisions. Any action to resolve any dispute regarding this License shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona

29. Incorporation of Recitals.

The recitals set forth above are incorporated herein by this reference.

30. Counterparts.

This License may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

31. Section Headings.

The section headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this License.

32. Compliance with Laws.

The Parties agree to comply with all applicable laws that affect this License, the Facilities and rights-of-way as are now in effect or as may hereafter be adopted or amended.

33. No Partnership.

This License and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture, or similar relationship between the Parties.

34. No Third-Party Beneficiaries.

This License is solely for the benefit of the Parties and does not create, nor shall it be construed to create rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this License.

35. Severability. If any one or more of the provisions of this License become void, voidable, or unenforceable for any reason, such provisions shall be deemed severable from the remaining provisions of this License and shall not affect the legality, validity, or constitutionality of the remaining portions of this License.

36. Exhibits. All Exhibits referred to in this License and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendments to this License are by such reference incorporated in this License and shall be deemed a part of this License.

37. Survival of Liability. All obligation of Licensee hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this License.

38. No Warranty. Licensee acknowledges and agrees that the City does not warrant the condition or safety of its public highways, public streets, public right-of-way and public utility easements or the premises surrounding the same, and Licensee hereby assumes all risk of any damages, injury or loss of any nature whatsoever caused by or in connection with the use of any City public highways, public streets, public right-of-way and public utility easements.

[Signatures Appear on Following Pages]

This License executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF PEORIA, ARIZONA, a municipal corporation

By: \_\_\_\_\_  
Henry Darwin, City Manager

ATTEST:

\_\_\_\_\_  
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Jurmu, City Attorney

ACCEPTED by: \_\_\_\_\_

By: \_\_\_\_\_

[Signature]

MARK SMITH

[Printed Name]

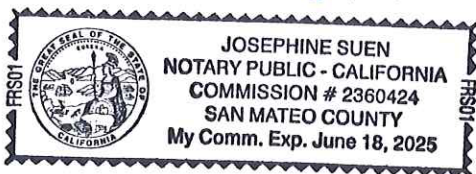
For: FLOCK GROUP INC

Its: GENERAL COUNSEL

State of CALIFORNIA )

County of SAN MATEO )



On this 16TH day of SEPTEMBER, 2024, before me personally appeared MARK ANTONIO SMITH, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or ~~she~~ she claims to be, and acknowledged that he or ~~she~~ she signed the above/attached document.



Notary \_\_\_\_\_

**EXHIBIT A**

**Legend**

-  Automated License Plate Reader Coverage Area
-  Peoria City Border Line

