

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE made and entered into this _____ day of _____, 2025, by and between the Board of County Commissioners of Arapahoe County (“Owner” or “Licensor”), and Flock Group Inc d/b/a Flock Safety, (the "Licensee"), collectively referred to as the "Parties."

IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

RECITALS AND PURPOSE:

1. The Parties have entered into a Government Agency Agreement dated December 4, 2024, to provide cameras and maintenance for those cameras at various locations throughout Arapahoe County (the “Agreement”). The Licensee needs access to the Licensor’s property to place certain hardware and later maintain that hardware.
2. The Licensor is the owner of certain property known as the Arapahoe County JUSTICE CENTER, located at 7325 S. Potomac St., Centennial, CO 80112 (the “Premises”).
3. The Licensor is willing to grant a revocable license to the Licensee under the terms and conditions as specified herein.

TERMS AND CONDITIONS

1. Licensor hereby grants Licensee a revocable license for the use of its Premises as follows:
 - a. Licensee has a revocable license to enter upon the Premises for the purpose of installing and maintaining the equipment (“Flock Hardware”) as described further in the Agreement. Licensee’s access to the Premises specified in this License may continue from the date of this License to such time as this License is terminated.

Licensor may terminate and revoke this License at any time and without reason or cause by giving written notice to the Licensee in the manner specified below. The termination of the License shall be effective upon delivery from Licensor to Licensee of its written notice. Notwithstanding the provisions of this section, the License authorized by this Agreement is personal to the Licensor and Licensee, shall not be assigned by Licensee, shall not run with the land, and shall immediately terminate upon sale or transfer of Licensor's ownership of the Premises.

- b. Licensee agrees to indemnify, defend, and hold the Licensor and its officials, officers, employees and agents harmless against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Licensee, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this License. The Licensee's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable shall survive the termination of this License.
- c. The License may be terminated by providing written notice to Licensee at least thirty (30) days prior via email to support@flocksafety.com. Licensee will be permitted to enter the Premises and safely remove Flock Hardware and shall return the Premises to its prior condition.

2. Amendments

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto.

3. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado.

4. Notices:

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

Notice to LICENSOR shall be addressed to:

Board of County Commissioners of Arapahoe County

5334 S. Prince Street

Littleton, CO 80120

Notice to the LICENSEE shall be addressed to:

Flock Group Inc d/b/a Flock Safety

1170 Howell Mill Rd NW, #210

Atlanta, GA 30318

Notice of termination to Licensee may also be sent (as indicated above) via email.

5. Independent Contractor

Licensee is an independent contractor under this Agreement. Activities conducted by Licensee pursuant to this Agreement shall be subject to the supervision of Licensee. In conducting such activities, neither Licensee nor its agents shall act as officers, employees, or agents of Licensor. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6. Severance.

In the event this Revocable License Agreement or a portion of this Revocable License Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Licensor or Licensee elects to terminate this Agreement.

7. Representation of Authority.

Each individual executing this Revocable License Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Revocable License Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8. Governmental Immunity.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S.

§§ 24-10-101 *et seq.* as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.

9. Third-Party Beneficiaries.

It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the Licensor and the named Licensee. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person

DATED THIS _____ DAY OF _____ 2025__

The Board of County Commissioners of Arapahoe County (“OWNER” or “LICENSOR”)

By: _____
Title: _____
Date: _____

Flock Group Inc d/b/a Flock Safety (“LICENSEE”)

By: _____
Title: _____
Date: _____