MEMORANDUM OF AGREEMENT

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Florida Predictive Analytics Program Agreement

This Memorandum of Agreement (MOA) is entered into by and between the Florida Department of Highway Safety and Motor Vehicles (FLHSMV) and Urban SDK, Inc.

The Florida Highway Patrol (FHP), a Division of the Florida Department of Highway Safety and Motor Vehicles, employs a Data-Driven Approach to Crime and Traffic Safety (DDACTS) model to identify key locations and corridors where crashes have been occurring, noting a correlation between serious crashes and occurrence of crime. It is our hope that by using a predictive crash analysis model, the Florida Highway Patrol can further reduce serious crashes, injuries, fatalities and crime throughout Florida.

The parties to this MOA find that there is mutual benefit to be found in public-private partnerships that seek to develop, pilot and enhance predictive analytics solutions in furtherance of improving operational efficiencies within the Florida Highway Patrol and enhancing public safety by reducing serious crashes, injuries, fatalities and crime throughout Florida.

To that end, the Parties to this MOA acknowledge and agree that:

1.   The FLHSMV will allow Urban SDK, Inc access to Crash Data in order to provide statistical information to the FLHSMV for the specific purpose of informing the predictive analytics models to be presented to employees of the FLHSMV. As used in this MOA, "Crash Data" means information contained in Florida Traffic Crash Report, Long Forms and short forms, pursuant to section 316.066(2)(b) and (c), Florida Statutes, excluding all personally identifiable information, including, but not limited to, identity, home and employment telephone numbers, and home and employment addresses.

2.   The FLHSMV will allow Urban SDK, Inc to review Crash Data immediately upon receipt by the FLHSMV.

3.   Urban SDK Inc understands and agrees that the access to Crash Data that the FLHSMV will provide to Urban SDK, Inc is non-exclusive and that the FLHSMV may provide similar access to Crash Data to other persons, including access to Crash Data for the same or similar purposes as the access to Crash Data provided to Urban SDK Inc.

4.   Urban SDK, Inc will bear responsibility for hosting, support and maintenance of a web-based online portal to provide data visualization tools to determine when and where crashes are most likely to occur for the purposes of strategically positioning FHP resources to respond to crashes in a timely

manner.

5.   Urban SDK, Inc will provide an unlimited number of user accounts for FLHSMV employees to access Urban SDK, Inc's iteration of the Florida predictive analytics online service. Such access will be provided at no cost to the FLHSMV.

6.   Urban SDK, Inc will receive feedback and input from the FLHSMV regarding the effectiveness and usability of the Florida predictive analytics online service.

7.   Urban SDK, Inc agrees that it will not provide any party, other the FLHSMV, access to their iteration of the Florida predictive analytics online service unless expressly permitted in writing by the FLHSMV.

8.   Urban SDK, Inc is not authorized by the FLHSMV to release information to unauthorized requestors.

9.   Urban SDK, Inc is not authorized to sell Crash Data or an information derived in whole or in part from Crash Data. However, Urban SDK, Inc may charge fees for any analytical tools or platforms developed as a result of this agreement so long as such tools or platforms do not provide access to Crash Data, or information derived in whole or in part from Crash Data, or elements of Crash Data.

10.   Access to tools or platforms developed using data received under this MOA shall be restricted to Florida law enforcement agencies, the Florida Department of Transportation, and Florida county traffic operations, in accordance with section 316.066, Florida Statutes.

11.   Urban SDK, Inc will protect and maintain the confidentiality of the data received from the FLHSMV and abide by all applicable Federal and State laws and regulations with respect to the disclosure of data.

12.   Urban SDK, Inc will notify the FLHSMV in writing of any incident where Urban SDK Inc or its employees, associates or contractors suspect or confirm that any information from Crash Data has been, or may have been, accessed, disclosed or compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within five (5) business days of such discovery.

This MOA may also be cancelled by either party, without penalty, upon thirty (30) calendar days' written notice to the other party. All obligations of either party under the MOA will remain in full force and effect during the thirty (30) calendar days' notice period.

This MOA is not intended to create any financial obligations between the parties, each of which will be responsible for their own costs related to this agreement.

The term of this MOA is three (3) years, beginning on the day that the last party executes this MOA. Any modification to this MOA must be in writing and executed by both parties.

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In witness thereof, the parties have caused this MOA to be executed by their respective authorized officials:
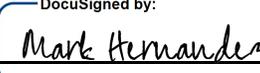
Urban SDK, Inc

BY: _Andrew J. Messer_

Name: Drew Messer

Title: CEO, Co-Founder

Date: May 21, 2021

Florida Department of Highway Safety and Motor Vehicles

DocuSigned by:

BY: _Mark Hernandez_

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Name: Mark Hernandez

Title: Bureau Chief, Purchasing & Contracts

Date: 6/1/2021