

**ASSIGNMENT, ASSUMPTION, AND AMENDING AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION, AND AMENDING AGREEMENT (this “**Agreement**”) is entered into on February 1, 2022 (the “**Effective Date**”), by and among Flow, Inc. d/b/a Coord, a Delaware corporation, with a principal address of 335 Madison Avenue, New York, NY 10017 (the “**Assignor**”), Sidewalk Labs LLC, a Delaware limited liability company, with a principal address of 10 Hudson Yards, Floor 26, New York, NY 10001 (the “**Assignee**”) and the Metropolitan Government of Nashville and Davidson County, a metropolitan form of government, organized and existing under the laws of the State of Tennessee, with a principal address of P.O. Box 196300, Nashville, TN 37219-6300 (the “**Metro**”, and together with the Assignor and Assignee, the “**Parties**”, and any one of them, a “**Party**”). Capitalized terms used in this Agreement and not defined in context have the meanings given to such terms in the Pilot Program Agreement (as defined herein).

**RECITALS**

**WHEREAS**, the Assignor and Metro have entered into that certain Coord Smart Loading Zone Grant/Pilot Agreement dated July 23, 2020 (the “**Pilot Program Agreement**”) regarding the use of the Assignor’s products and services by Metro; and

**WHEREAS**, Section 6.B the Pilot Program Agreement provides for the assignment of the Pilot Program Agreement upon prior written consent of Metro; and

**WHEREAS**, the Assignor wishes to assign the Pilot Program Agreement to the Assignee; and

**WHEREAS**, the Parties wish to amend the Pilot Program Agreement on the terms and conditions set out in this Agreement.

**NOW, THEREFORE**, in consideration of the recitals and the terms, conditions and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**AGREEMENT**

**1. Background.**

- 1.1 The Parties entered into the Pilot Program Agreement on July 23, 2020.
- 1.2 The Parties mutually agreed to extend the expiry date of the Pilot Program Agreement through December 31, 2021, by email dated July 27, 2021.

**2. Assignment.**

The Assignor hereby grants, transfers, assigns, and conveys to Assignee, its successors and assigns, and the Assignee hereby acquires and accepts, effective as of the Effective Date, all the Assignor’s right, title, and interest in and to the Pilot Program Agreement.

**3. Assumption.**

The Assignee hereby assumes the rights and obligations of the Assignor under the Pilot Program Agreement, effective as of the Effective Date, and shall pay, keep, observe, perform, and discharge all the terms, covenants, conditions, obligations, and liabilities of the Assignor thereunder.

**4. Consent to Assignment.**

Pursuant to Section 6.B of the Pilot Program Agreement, the Metro hereby consents to the foregoing assignment of all right, title and interest of the Assignor in and to the Pilot Program

Agreement by and between the Assignor and the Metro to the Assignee. The Metro hereby agrees that, from and after the Effective Date, the Metro shall look solely to the Assignee for the performance of all obligations under the Pilot Program Agreement which were heretofore the responsibility of the Assignor, shall allow all rights and benefits provided therein to the Assignor to be exercised only by the Assignee, and shall hereafter regard the Assignee as the original party thereto.

**5. Amendment.**

5.1 The Term of the Pilot Program Agreement shall be extended by an additional three (3) month period to continue through March 31, 2022.

5.2 Section 6.B (Assignment) of the Pilot Program Agreement is hereby amended by deleting such section in its entirety and inserting the following in the place thereof: "Coord shall not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement to a third party without prior written consent of the Metro, except that Coord may assign this Agreement without consent to (i) an affiliate or (ii) a successor entity in any transaction, including any entity that holds or will hold, directly or indirectly, all or substantially all of the assets of Coord, provided that a change of control shall not be deemed an assignment. Notwithstanding the foregoing, Coord may subcontract with third party consultants, without the consent of the Metro, to assist with the performance of its services under this Agreement so long as Coord remains responsible for any services provided by any such subcontractors."

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed by its authorized representatives as set forth below.

***[SIGNATURE PAGE FOLLOWS]***

**ATTEST:**

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

Date: February \_\_\_\_, 2022

**ACCEPTED:**

METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY  
("Metro")

Approved as to Availability of Funds:

Name: Kelly Flannery/mju  
Department of Finance

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:

Name: \_\_\_\_\_  
Assistant Metropolitan Attorney

**ACCEPTED:**

FLOW, INC. D/B/A COORD  
("Assignor")

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTED:**

SIDEWALK LABS LLC  
("Assignee")

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Availability of Funds:

Name: \_\_\_\_\_  
Department of Finance

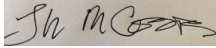
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:



Name: \_\_\_\_\_  
Assistant Metropolitan Attorney

**ACCEPTED:**

FLOW, INC. D/B/A COORD  
("Assignor")

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTED:**

SIDEWALK LABS LLC  
("Assignee")

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

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

Date: February \_\_\_\_, 2022

Approved as to Availability of Funds:

Name: \_\_\_\_\_  
Department of Finance

Approved as to form and legality:

Name: \_\_\_\_\_  
Assistant Metropolitan Attorney

**ACCEPTED:**

METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY  
("Metro")

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTED:**

FLOW, INC. D/B/A COORD  
("Assignor")

By: Michael Hogan \_\_\_\_\_


Name: H. Michael Hogan \_\_\_\_\_

Title: President \_\_\_\_\_

Date: January 21, 2022 \_\_\_\_\_

**ACCEPTED:**

SIDEWALK LABS LLC  
("Assignee")

DocuSigned by:  
  
360C31131D7646A... \_\_\_\_\_

Name: Prem Ramaswami \_\_\_\_\_

Title: President, Sidewalk Urban Products \_\_\_\_\_

Date: 1/26/2022 \_\_\_\_\_