

FLASH

Order Form Number: Q-94139	Date: 08/18/2025
Customer Name & Address Name: Webb County Purchasing Department Address: 1110 Washington Street STE.101, Laredo, Texas 78040 Facility Name: Webb County Parking Lot Facility Address: 1110 Washington St, Laredo, TX 78040	Customer Contact Information Name: Jorge L. Trevino, Jr. Email: jorgelt@webbcountytx.gov
FlashParking, Inc. ("Company")	Company Contact Information: Name: Ryan McLain Email: ryan.mclain@flashparking.com

FLASH OS™ General Information:

The FLASH OS platform is comprised of a number of different products and solutions. Those products on the applicable quote are being ordered by Customer as Flash Offerings or Services in accordance with the Terms and Conditions (as defined below) for the pricing terms set forth herein.

Flash OS Portal. You will be granted a limited non-exclusive revocable license to access and use the Flash OS Portal (the "Portal"). For certain products, the Portal provides all of the back-end functions necessary to run the Flash OS, including access to a 24/7 call center, payment processing, product management and financial reporting.

Payment Gateway Services. If Flash is providing Payment Gateway Services to Customer, additional terms and fees may apply as set forth in the applicable payment services addendum attached hereto.

Warranty: Warranty information can be found on the Company's website at www.flashparking.com.

Initial Term: 12 Months

Payment Terms: All payments are to be made by electronic funds transfer (EFT), automated clearing house (ACH), wire transfer, or other secure electronic payment method acceptable to the Company. Customer shall make such payments to the Company's designated financial institution using the account information provided by the Company on such invoice. Any exception to this electronic payment requirement must be approved in writing by the Company in advance.

Upon signing this Order Form, Customer shall be invoiced and pay for 50% of the Purchase Price. Customer shall be invoiced for an additional 40% of the Purchase Price upon delivery of the Equipment at Facility Address set forth above. Customer shall be invoiced and pay the final 10% of the Purchase Price upon successful completion of the Commissioning Services. Monthly Recurring Payments will be invoiced monthly in arrears starting upon successful completion of the Commissioning Services.

Product Type	Monthly Recurring Payments	Purchase Price
Hardware	-	\$38,025.00
Software – Term 12 Months	\$550.00	-
Installation	-	\$9,400.00
Implementation	-	\$5,075.00
Subtotal (before applicable taxes)	\$550.00	\$52,500.00

Following the Initial Term, monthly SaaS software fees will be billed at the current rates.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PURCHASE AND USE OF ANY FLASH OFFERINGS AND SERVICES FROM THE COMPANY ARE SUBJECT TO THE FLASH OSTM LICENSE, SERVICE AND PRODUCT USAGE TERMS AND CONDITIONS ATTACHED HERETO (THE "TERMS AND CONDITIONS"). CAPITALIZED TERMS USED HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED THERETO IN THE TERMS AND CONDITIONS.

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FILED Sept. 9th 20 25 @ 1:00pm
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY [Signature] DEPUTY

EACH OF THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS AND THE TERMS SET FORTH IN _____
THIS ORDER FORM, DATED AS OF THE DATE SET FORTH ABOVE.

FLASHPARKING, INC.

BY:



NAME: Christopher D'Antuono

TITLE: General Counsel &
Corporate Secretary

WEBB COUNTY PURCHASING DEPARTMENT

BY:



NAME: Tano E. Tijerina
Webb County Judge

TITLE:

ATTESTED:


Margie Ramirez Ibarra
Webb County Clerk



FLASH OS™ License, Service and Product Usage Terms and Conditions

These License, Service and Product Usage Terms and Conditions (the "Agreement" or "Terms and Conditions", which shall include any and all schedules, addendums, or attachments incorporated herein, as well as all amendments or supplements of such documents and the Agreement) is entered into and effective as of date set forth in an executed order form (the "Order Form") referencing this Agreement by and between FlashParking, Inc., a Delaware corporation, Flash Infrastructure Financing I, LLC, a Delaware limited liability company, or any of their Affiliates (as applicable, "Flash" or the "Company") and the customer listed on the Order Form ("Customer"). Flash and Customer at times are each referred to herein as a "Party" and, collectively, as the "Parties."

This Agreement sets forth the terms and conditions governing Customer's purchase of any configuration of Equipment, Services, and Software (each as defined below, and collectively "Flash Offerings").

An Order Form will provide, where applicable, a description of the Flash Offerings to be provided by Flash and the consideration to be paid for by Customer for the same.

Supplemental terms and conditions necessary for certain Flash Offerings may be included in an addendum to this Agreement. In the event of a conflict between the terms of any Order Form, addendum, attachment, or any other agreement or communication between Customer and the Company, this Agreement shall supersede, govern and control to the extent of the inconsistency, unless expressly stated otherwise.

NOW THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 Description of the Flash OS System

1.1 Kiosks, gates, ticket dispensers, scanners, RFID readers, electric vehicle supply equipment, cameras and other hardware and accessories to be delivered to Customer as specified in the relevant Order Form and any additional Order Forms entered into by the Parties from time to time shall be referred to as "Equipment".

1.2 Any programmed code contained within the Equipment or used by Flash in the delivery of any of the Services shall be referred to as "Software" and may be further described in the Order Form and additional terms may apply pursuant to attachments thereto.

1.3 Flash may provide the services set forth below (collectively, the "Services") which shall be further described in an Order Form according to the Customer's purchase. The Services may include:

1.3.1 installation, electrical, cabling, and related services required to place the Flash Offerings into service at Customer's sites ("Installation Services");

1.3.2 consulting, administrative, and technical services ("Professional Services");

1.3.3 hosted subscription services provided by Flash through the Flash portal, FlashParking.com website, through any mobile application offered by Flash, or through any other means by which Flash chooses to deliver the Software in the future ("Subscription Services");

1.3.4 merchant payment services for use with the Equipment and Services by means of a credit card, debit card, prepaid card, gift card, loyalty card, discount card or other means of payment, including crediting or debiting such cards ("Payment Gateway Services"). Payment Gateway Services will conform at all times to applicable laws pertaining to PCI compliance. Payment Gateway Services are rated as a DSS Level 1 for PCI Compliance.

1.3.5 Final inspection, configuration, start-up, testing and enrollment services required to bring the Equipment and Services into full operation, including confirming appropriate interface/communications with the Flash data center(s) ("Commissioning Services").

1.4 Additional Services and other Flash Offerings may become available over time and a description thereof and any necessary terms and conditions related thereto will be included in an addendum to this Agreement.

1.5 Flash may subcontract any Service in whole or in part to subcontractors selected by Flash. Any subcontractors will be required to comply with this Agreement and Flash will be responsible for their performance. Customer shall cooperate and assist Flash and its subcontractors as reasonably requested by Flash to facilitate the provision of such

Services as described in the applicable Order Form.

1.6 The Parties shall cooperate so Flash can provide Installation Services in an efficient and timely manner.

1.6.1 In the event any Installation Services are completed by a third-party not directly under Flash's supervision (excluding, for the avoidance of doubt, any subcontractor engaged by Flash): (a) Flash will not bear any risk associated with, the Installation Services and (b) Customer warrants that the Installation Services will be and are consistent with Flash specifications and all documentation, requirements, and procedures made available to Customer.

1.6.2 The cost of obtaining all required local electrical/site/construction licenses, permissions, and permits, necessary to allow the installation to lawfully proceed shall be Customer's responsibility.

1.7 Commissioning Services shall follow Flash's standard procedures to confirm the Flash OS operates in conformance with the terms of this Agreement. Failures caused by Flash shall be rectified solely at Flash's cost. Failures caused by the Customer may be rectified by Flash at Customer's sole expense and Flash will bill Customer using Flash's then-standard commercial time and materials rates. This includes travel and per diem expenses and shall be payable to Flash in accordance with the payment terms of the Agreement.

1.8 Either Party may request changes to the Professional, Installation and/or Commissioning Services to be provided by Flash (a "Change Order"). Once the Parties agree to a Change Order, Flash will prepare a written description of the agreed-upon changes, including additional fees to be charged, which must be signed by both Parties before it is binding on the Parties. While the Parties are discussing a Change Order request, Flash may continue to work in accordance with the existing Order Form.

2 General Use; Use Restrictions

2.1 Subject to the terms and conditions set forth in any Order Form, Customer is hereby granted a restricted, limited, revocable, non-transferable, non-exclusive license to use the Flash Offerings solely for Customer's own internal business purposes. Customer access will be limited to the permitted users identified by Customer, each of whom is an employee or authorized agent or contractor of Customer. Customer's rights are personal, non-transferable, non-sub licensable, and non-exclusive. Customer's use of the Flash Offerings is limited to the scope of the license granted herein and this Agreement does not permit Customer to use the Flash Offerings other than as provided herein. Customer acknowledges that the Flash Offerings include and constitute Proprietary Information (as defined below) of FlashParking and/or its licensors. Customer's access to Flash OS may be terminated and this license revoked by Flash upon any breach by Customer of this Agreement or any additional terms and conditions that may be set forth in separate Order Forms, attachments, or other valid documents provided to Customer. Any license granted to Customer pursuant to this Section 2 shall automatically expire immediately upon the termination or expiration of this Agreement.

2.2 Except as expressly permitted herein or in any applicable Order Form, Customer will not alter, modify or adapt any Flash Offerings. This includes but is not limited to: (a) translating or creating derivative works of the Offerings or any data or content contained therein; or (b) licensing, sublicensing, distributing, reselling, leasing, permitting access to, publishing, commercially exploiting, disclosing or otherwise transferring or making the Flash Offerings available to any other person or organization. Customer agrees that any user identifications, passwords or other entitlement information related to Customer's authorized users shall be maintained in confidence and used only by the user to which such information is assigned. Customer agrees to use the Flash Offerings only as expressly permitted by this Agreement and in accordance with all applicable laws, rules and regulations. Customer shall have no rights or license of any kind with respect to the Flash Offerings other than as set forth in this Agreement. Customer agrees that, upon reasonable notice during the term of this Agreement, Flash may, at its sole discretion, request documentation from Customer to confirm that Customer is compliant under the terms and conditions of this Agreement.

2.3 Customer shall not access the Flash Offerings (a) to build or improve a competitive product or service, (b) to build or improve a product using similar ideas, features, functions or graphics of the Flash Offerings, (c) to copy any ideas, features, functions or graphics of the Flash Offerings, (d) to monitor its availability, performance, or functionality, (e) for any other benchmarking or competitive purposes or (f) to knowingly or negligently permit other individuals or entities in order to any of the foregoing.

2.4 Customer shall not restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Flash Offerings, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information.

2.5 Flash shall be entitled to recover from the Customer, in addition to any other rights and remedies it may have, all reasonable costs and expenses, including without limitation all attorneys' fees if Flash is required to bring any action or suit to enforce Flash rights hereunder or to pursue any remedies as a result of Customer's violation of the terms and conditions in the Agreement.

3 Confidential Information, Proprietary Information, and Intellectual Property Rights

3.1 All material, non-public, business-related information of or relating to Flash or the Flash Offerings, written or oral, whether or not it is marked "Confidential", that is disclosed or made available to Customer, directly or indirectly, through any means of communication or observation is "Confidential Information".

3.2 Information owned by Flash to which Flash claims a protectable interest under law, which includes Confidential Information, shall be "Proprietary Information". The following information, all as reasonably substantiated by documentation, however, is not Proprietary Information and Customer is not restricted as to its use or disclosure: (a) information already in the possession of, or already known to, the Customer as of the Effective Date, and not under any other obligations of confidentiality due to any other agreements between the Parties; (b) information that enters the public domain after the Effective Date, or which, after such disclosure, enters the public domain through no fault of the Customer; (c) information lawfully furnished or disclosed to the Customer by a non-party to this Agreement without any obligation of confidentiality; (d) information independently developed by any Party without use of any Proprietary or Confidential Information; or (e) information that is explicitly approved for release by Flash.

3.3 Customer agrees to hold in confidence all Proprietary Information that it receives from Flash. Customer will not disclose any of Flash's Proprietary Information to any party or person whatsoever unless it is a Customer employee or agent that is on a need to know basis for such Proprietary Information consistent with the purpose for which it was disclosed. Customer will only use Flash's Proprietary Information for the purpose for which it was originally disclosed. Customer is not permitted to directly or indirectly, under any circumstances, use any of Flash's Proprietary Information for any purpose that is in any way detrimental to Flash. This includes, but is not limited to, contracting with Flash's employees, consultants, contractors, vendors or partners to provide services to Customer similar to those provided to Customer by Flash. Customer shall take reasonable precautions to protect the confidentiality and value of Flash's Proprietary Information, including measures to prevent loss, theft and misuse. Customer shall immediately give notice to Flash of any unauthorized use or disclosure of Flash's Proprietary Information. Customer agrees to assist Flash in remedying any unauthorized use or disclosure of Proprietary Information caused by such Customer. Customer acknowledges expressly that each and every one of its employees and agents are bound to the terms and conditions of this Agreement and that Customer is solely responsible for any breach of this Agreement by any of its representatives including, without limitation, any improper use or disclosure by its representatives of Flash's Proprietary Information.

3.4 Upon written request and as directed by Flash, the Customer will promptly return or destroy all Proprietary Information received from Flash, including all copies of the information thereof. Upon the request of Flash, the Customer shall furnish to Flash an affidavit providing assurances as to the return or destruction of Flash's Proprietary Information.

3.5 A disclosure of Confidential or Proprietary Information in response to a valid request by a court of law or other governmental body or otherwise required by law is not considered to be a breach of this Agreement or a waiver of confidentiality for other purposes. Before any such disclosure, Customer shall provide prompt written notice to Flash and reasonably cooperate with Flash in seeking a protective order or preventing disclosure.

3.6 All materials transmitted from Flash to Customer which includes any Proprietary Information are to remain the sole and exclusive property of Flash. This Agreement and transmission or disclosure of any Proprietary Information from Flash to Customer does not grant the Customer a license or ownership of any kind. Flash retains all right, title and interest in all now known or hereafter known or developed tangible and intangible intellectual property relating to the Services, Proprietary Information and improvements thereof, including without limitation, all: (a) rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask works; (b) trademarks, services marks, trade names and any other indicia of origin; (c) technical and non-technical information (regardless of whether such information is in tangible or intangible form) including source code, object code, computer code, data, ideas, concepts, formulae, methods, techniques, processes, financial business plans and business methods (including any derivatives of any of the foregoing) that derive economic value, actual or potential, from not being generally known to other persons who could obtain economic value from the disclosure or use thereof, and which are the subject of efforts that are reasonable under the circumstances to maintain their secrecy ("Trade Secrets"); (d) patents, pending patent applications, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including "rental" rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force including any

rights in any of the foregoing, (collectively, "Intellectual Property"). Customer covenants: (1) not to prejudice or impair the interest of Flash in any of its Intellectual Property, (2) to assign any rights to Intellectual Property that it may have to Flash at no additional cost and (3) to reasonably cooperate in prosecution of Intellectual Property as necessary at no additional cost. At no time shall Customer challenge or assist others to challenge any of Flash's Intellectual Property or the registration thereof.

3.7 All obligations and restrictions of confidentiality and ownership of Propriety Information under this Agreement shall survive the termination of this Agreement.

3.8 Customer authorizes and grants to Flash a right and license to use Customer's name and logo on Flash marketing and promotional material. Customer grants Flash the right to make certain press releases available to the general public regarding the Flash Offerings provided by Flash to Customer. Customer acknowledges that Flash may collect, retain, and process data derived from the performance and use of the Flash Offerings in accordance with all applicable United States laws as well as Flash's privacy policy and terms of use.

3.9 Flash hereby authorizes Customer to use of any Flash trademarks and logos (the "Marks") in its marketing and promotional materials solely for cross-promotional purposes to identify that Customer uses Flash Offerings ("Purpose"), which Marks must be used according to any Flash's guidelines ("Guidelines"). The Guidelines may be updated by Flash periodically. Customer shall not use the Marks for any other Purpose without Flash's prior written authorization, which can be denied for any reason. Customer agrees that it shall not harm, misuse, or bring into disrepute the Marks. All uses of the Marks pursuant to this Agreement shall inure to the benefit of Flash. Customer may not use or register, or otherwise claim rights in the Marks, including as or as part of any trademark, service mark, Flash name, trade name, username, domain registration or copyright. Flash may revoke permission to use the Marks at any time.

3.10 To the extent necessary to fulfill its obligations under this Agreement, Customer grants Flash a worldwide, non-exclusive, and royalty-free license to use Customer Data. FlashParking acknowledges and agrees that Customer retains all right, title, and interest in and to all Customer Data, and FlashParking will not use Customer Data for different purposes to the ones established in this Agreement. As used herein, "Customer Data" means all media, content, data, and information provided directly by the Customer which is processed, accessed, stored, or transported in or through the Flash Offerings.

3.11 If Customer provides Flash with any suggestions, ideas, feedback, reports, error identifications or other information related to the Flash Offerings or Customer's use and evaluation thereof ("Feedback") and Customer provides such Feedback volitionally and of its own choosing (i.e., you are not required to provide Feedback), Flash has the right to use, modify, sell, transfer, assign, distribute, and create derivative works from, such Feedback, for any and all purposes without compensation or attribution to Customer, in perpetuity and without any restrictions.

3.12 If applicable, Customer hereby agrees that Flash owns and shall receive the full benefit of credits, benefits, emissions reductions, offsets, and allowances provided pursuant to present or future laws, standards or programs whether by private, public or governmental entities, in each case, provided hereunder related to electric vehicle supply equipment (collectively, the "Environmental Attributes"). Customer further agrees that Flash and/or its agents may disclose a copy of this Agreement if reasonably necessary to receive the full benefit of the Environmental Attributes.

4 Payment Terms

4.1 Customer shall pay the amounts listed on any Order Form or invoice within thirty (30) days of the date of an invoice. Where there is a HaaS Addendum, the payment terms contained therein shall govern. Following the Initial Term, Flash may annually increase any recurring software license or monthly fees by up to 7% over the previous year's fees.

4.2 Flash shall invoice Customer for any recurring software license fees that relate to the operation of Equipment upon successful Commissioning Services or in no event later than 120 days after the execution of the Order Form and for those software license fees that relate to other Flash Offerings upon execution of the Order Form. Customer may elect to pay any recurring software license fees annually.

4.3 Customer acknowledges and agrees that certain Flash Offerings contain or require the payment of recurring Monthly Fees, which fees will be set forth in the applicable Order Form or addendum provided to Customer by the Company. Customer is responsible for the timely payment of any Monthly Fees regardless of actual usage in any particular month. Customer shall be invoiced monthly for any such Monthly Fees.

4.4 Customer shall be responsible for all taxes applicable to Customer and arising as a result of this Agreement, including any sales and use taxes, other than taxes based on Flash's income. Additionally, Customer shall be responsible for any additional taxes incurred by Customer's tax elections made following the invoice date. The prices

provided to Customer from Flash may not include all applicable taxes due.

4.5 Certain Flash Offerings may require Customer to pay fees regarding lost or damaged Equipment. Customer acknowledges and agrees that it understands under this Agreement Flash reserves the right to charge Customer for any damaged, stolen, or lost Equipment.

4.6 To the extent Customer disputes amounts due and owing on any invoice provided to Customer, Customer shall dispute such amounts within 14 days of the invoice date. Customer shall provide reasonable detail and support for any dispute. If Customer fails to meet these requirements, Customer shall have waived all rights to contest such fees and charges.

4.7 Customer acknowledges and agrees that Flash shall have a right to the fees charged for each transaction processed by Flash, including for transactions that are denied, returned or charged back as a result of a third-party denying such payment or refusing to honor such payment to Customer. Additionally, Customer acknowledges and agrees that certain Flash Offerings may contain gateway, surcharges or convenience fees for any payments collected on behalf of Customer. All such gateway, surcharge or convenience fees shall be captured in Flash's invoice to Customer for the applicable Flash Offering. Customer agrees that Flash has the right to collect all such fees and costs relating to each use of each Flash Offering whether Customer ultimately receives payment. Flash shall have the right to offset bad charges or refunded charges against future amounts due and owing to Customer from Flash as part of using any Flash Offering.

4.8 All required travel and expenses incurred by Flash or Flash affiliates in delivering the Flash Offerings will be invoiced by Flash to Customer for payment upon successful Commissioning Services and payment is due 30 days from the date of the invoice. Current rates for Travel and Expenses can be found on our website.

5 Service Level Commitments

5.1 Customer acknowledges and agrees that the Flash Offerings may be unavailable from time to time for a number of reasons, including (i) scheduled periodic maintenance procedures or repairs which Flash may undertake from time to time ("Scheduled Maintenance"), or (ii) Force Majeure Events.

5.2 Subject to the terms and conditions of this Agreement, Flash shall use commercially reasonable efforts to provide the Software on an uninterrupted basis, 24 hours a day, seven days a week, with 99.5% availability, excluding downtime due to Scheduled Maintenance and Force Majeure Events. Unavailability of the Services shall be measured over a calendar month and based upon the total downtime of the Software hereunder, excluding unavailability of the Services due to Scheduled Maintenance and Force Majeure Events (collectively, "**Downtime**"). Downtime shall exist and be measured beginning when it is recorded in Flash's ticket system or Flash is notified by Customer, whichever is earlier, until the time Flash confirms that the affected Software are operational. If Flash fails to meet the service level commitment set forth in this Section and Customer provides Flash with a written request within five (5) business days of the last day of the calendar month in which such Downtime occurred, Flash shall provide a fee credit to Customer's account equal to 5% of Customer's monthly fees applicable to the affected Software for each cumulative full hour of Downtime during the applicable month, up to the maximum of the total monthly software fees charged by Flash to Customer for the affected Software during the applicable month. This Section sets forth Customer's sole and exclusive remedy for failures and/or interruption of the Flash Offerings of any kind whatsoever.

5.3 "Force Majeure Events" means causes beyond a Party's reasonable control or which are not reasonably foreseeable by such Party, including, but not limited to: (i) flood, fire, earthquake, epidemics, pandemics, natural disasters, adverse weather events and other catastrophes or disasters, (ii) acts of God, (iii) interruption or failure of telecommunication or digital transmission links, vandalism of Equipment, hostile network attacks, network congestion, third party acts, accidents which impair any Equipment, (iv) acts or threats of terrorism, war (declared or undeclared), invasion, hostilities, riot and other civil unrest, (v) government order, law, or actions, including travel restrictions, border-crossing restrictions, shipping restrictions and other impediments to the flow of commerce, (vi) embargoes or blockades in effect on or after the date of this Agreement, (vii) non-performance by vendors or other third party systems failure, (viii) national or regional emergency, (ix) strikes, labor stoppages or slowdowns, or other industrial disturbances, (x) shortage of adequate power or transportation facilities and supply chain issues; and (xi) other events beyond the reasonable control of the impacted Party.

6 Term and Termination

6.1 The term of this Agreement shall commence on the date Customer first signs an applicable Order Form or otherwise agrees to be bound by these terms (the "Commencement Date") and shall continue for the period set forth in such Order Form (the "Initial Term") unless earlier terminated in accordance with Section 6.2. The Initial Term shall extend and this Agreement, together with any applicable Order Forms, shall renew automatically for successive

one year periods ("Subsequent Terms"), unless either party gives the other written notice no less than three (3) months prior to the expiry of the Initial Term or applicable Subsequent Term (the "Notice or Termination") of its intention not to extend this Agreement for any Subsequent Term.

6.2 The Company may terminate this Agreement with respect to the Offerings and its obligations hereunder and Customer's rights thereto, prior to expiration of the Initial Term or any Subsequent Term, upon written notice to the Customer of a material breach by Customer of this Agreement, any applicable Order Forms, addendums or any Company Policy. Such termination shall become effective immediately, unless such material breach is capable of being cured as determined by the Company in the Company's sole discretion, in which case termination shall be effective if such breach is not cured within seven (7) days after receipt of such written notice. Upon termination where there is Equipment owned by Flash, Customer shall be required to keep such Equipment in good working order and condition until the Equipment is repossessed by the Company.

7 Delivery

Unless otherwise specified in an Order Form, Flash shall arrange, with Customer's full cooperation at Customer's cost, for the delivery of Equipment to a Customer facility where it is to be installed. The method of shipment and carrier shall be selected by Flash. Upon delivery at the Customer-designated facility, the title to and the risk of loss for the Equipment shall pass to Customer and, thereafter, the risk of loss for the Equipment shall be borne solely by Customer.

8 Flash Policies

Customer agrees to abide by and accept all policies and terms of use posted on Flash's website or as posted in any of Flash's applications, including, without limitation, Flash's (i) Privacy Policy, (ii) any general terms of use, and (iii) all policies regarding use of Flash Offerings (collectively, "Policies", each a "Policy"). The Policies may change from time to time in Flash's sole discretion and Flash will post such changes on its website or provide such updated Policies to Customer. In the case of a direct conflict between any provision of a Policy and the provisions of this Agreement, the provisions of this Agreement shall prevail. It is Customer's sole obligation to read all Policies and updates, amendments, and supplements thereto. Customer agrees that failure to comply with any Policy shall be a material breach of this Agreement. Customer's continued access of the website and use of the Flash Offerings constitutes Customer's assent to any changed terms of any of the Policies.

9 Customer Representations and Warranties and Covenants

9.1 Customer represents and warrants to Flash as follows:

- 9.1.1** Customer is duly organized and validly existing under the laws of its state of incorporation or formation, has the necessary authority, licenses and other permissions to conduct the business in which it is currently engaged and is in compliance with all applicable laws.
- 9.1.2** Customer has the legal capacity to agree to the terms of the Agreement, perform its obligations hereunder, has obtained and shall maintain all necessary authorizations or registrations from appropriate authorities to carry out the activities contemplated in the Agreement, and entering into the Agreement will not violate any applicable law or regulation.
- 9.1.3** The use of any Flash Offerings by Customer shall not (i) violate any law, rule or regulation applicable to Customer or (ii) be in breach of, or constitute a default under, the provisions of any agreement, instrument or undertaking by which Customer is bound.

9.2 Customer agrees as follows:

- 9.2.1** Customer will not, and will ensure its affiliates do not, disparage Flash or any of its directors, officers, agents or executives or otherwise take any action which could reasonably be expected to adversely affect the reputation of Flash or its products or the personal or professional reputation of any of its directors, officers, agents or employees.
- 9.2.2** Customer will provide Flash with all necessary cooperation in relation to the Agreement and all necessary access to such information as may be required by Flash to provide Flash Offerings as may be reasonably necessary.
- 9.2.3** Customer will carry out all of Customer's responsibilities set out in the Agreement in a timely and efficient manner, and in the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Flash may adjust any agreed level of Flash Offerings as may be reasonably

necessary.

- 9.2.4 Customer shall maintain adequate insurance on the Equipment in Customer's possession and control and to the extent requested by Flash, name Flash as an additional insured on all applicable insurance policies covering the Equipment.

10 Intentionally omitted.

11 Limited Warranty; Disclaimers; Limitation of Liability; Remedies

11.1 Flash warrants to Customer, as the original purchaser (which warranty is not transferable), that Equipment shall be free from material defects in material and workmanship under normal use, in accordance with Flash's Policies and this Agreement, for a period of twenty-four (24) months from the date of original installation. This warranty shall not apply if Customer uses the Equipment in violation of this Agreement or any Policy or if the Equipment has been subject to accident, negligence, abuse, misuse, or criminal acts.

11.2 EXCEPT FOR THE SPECIFIC REPRESENTATIONS OF FLASH CONTAINED HEREIN, THE FLASH OFFERINGS ARE PROVIDED TO CUSTOMER "AS IS" AND NEITHER FLASH, NOR ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY OF ANY OTHER KIND EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FLASH OFFERINGS, OR THE ACCURACY OR COMPLETENESS THEREOF, OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF OR ANY OTHER MATTER. FLASH EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY. FLASH DOES NOT WARRANT THAT THE FLASH OFFERINGS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE FLASH OFFERINGS WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR APPLICATIONS.

11.3 FLASH DOES NOT GUARANTEE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, THAT ANY FLASH OFFERING WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT FLASH WILL CORRECT ALL ERRORS. CUSTOMER ACKNOWLEDGES THAT FLASH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE FLASH OFFERINGS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. FLASH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11.4 Intentionally omitted.

11.5 EXCEPT FOR ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO FLASH'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL FLASH'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED TWO TIMES (2X) THE TOTAL AMOUNT PAID OR PAYABLE UNDER THE APPLICABLE ORDER FORM UNDER WHICH THE CLAIM ORIGINALLY AROSE. DAMAGES THAT CANNOT BE LIMITED UNDER APPLICABLE LAWS ARE NOT SUBJECT TO THE ABOVE CAP.

11.6 Customer acknowledges and agrees that a breach of this Agreement may cause other irreparable harm on Flash without an adequate remedy at law and hereby agrees that the Flash shall be entitled to equitable relief, including without limitation, temporary or permanent injunctions and other relief to limit the effect of any breach.

11.7 No action on this Agreement, except for payment owed by Customer to Flash, may be brought more than one (1) year after the incident occurs.

12 Assignment

This Agreement shall not be assigned or transferred by Customer without prior written consent of Flash, and any attempt by Customer to so assign or transfer this Agreement without such written consent shall be null and void. Flash may (with prior written notice to but without the prior consent of the other Party) (i) assign this Agreement (a) by operation of law, (b) pursuant to a merger or acquisition of all or substantially all of its stock or assets, or (c) to its Affiliates, or (ii) transfer, sell, pledge, encumber or assign or delegate this Agreement or the rights, revenues or proceeds thereof, in connection with any financing or other financial arrangements (including the exercise of remedies thereunder). The Parties acknowledge and agree that, in the case of Flash, "Affiliate" includes a special purpose entity owned or controlled by Flash. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13 Governing Law; Submission to Jurisdiction

All claims, actions, or proceedings of any nature or type, arising from or related to (i) this Agreement or any matter related to this Agreement, (ii) the use of any Flash Offerings hereunder, or (iii) any relationships (whether by written contractor otherwise) relating

to the Flash Offerings (whether such relationships are directly with Flash or through a third-party) shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to its conflict or choice of laws principles and any such claims, actions, or proceedings shall be brought solely and exclusively in State courts located in Texas and each Party consents to the personal jurisdiction and venue therein. The terms and conditions contained in this section shall inure to the benefit of, and be binding upon, the parents, subsidiaries, related entities, successors, assigns, heirs, survivors, and personal representatives of the Parties.

14 Notices

All notices for Flash given under this Agreement must be in writing and sent to: FlashParking
2500 Bee Caves Road
Building III, Suite 400
Austin, TX 78746 Attn:
General Counsel
Via email to: legal@flashos.com

If to Customer, at the address in file or noted on any applicable Order Form or other addendum.

And to any such other address as a Party may designate in writing to the other Party, by certified mail (return receipt requested), overnight courier, personal delivery, or email to the other parties hereto.

15 Survival

Any provision of this Agreement which, by its nature, would survive termination of this Agreement shall survive any such termination of this Agreement, including, without limitation, Article: 3 - Confidential Information, Proprietary Information, and Intellectual Property Rights, 4 – Payment Terms, 10 – Intentionally omitted, 11 - Limited Warranty; Disclaimers; Limitation of Liability; Remedies, 13 – Governing Law; Submission to Jurisdiction and 15 - Survival.

16 Force Majeure

Flash shall not be responsible for any delay or failure in performance of its obligations under this Agreement resulting from a Force Majeure Event or any event beyond the reasonable commercial control of Flash.

17 Miscellaneous

This Agreement supersedes all prior agreements and understandings, and (together with any Order Form relating hereto) constitutes the complete agreement and understanding between the Parties with respect to the subject matter hereof. No amendment or other modification to this Agreement or any Order Form shall be valid or binding with respect to Flash unless acknowledged and agreed to in writing and signed by a duly authorized officer of Flash. The Parties are independent contractors, and nothing in this Agreement will be construed to constitute or appoint any party as the agent, partner, joint venturer or representative of the other Party for any purpose whatsoever, or to grant to any party any right or authority to assume or create any obligation, express or implied, for or on behalf of any other, or to bind any other in any way or manner whatsoever. Any forbearance or delay on the part of a Party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence. No other party is intended, or shall be deemed, to be a beneficiary of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts, taken together, shall constitute one agreement and each Party hereto may execute this Agreement by signing such counterpart.

DISCLAIMERS CUSTOMER UNDERSTANDS THE PURCHASE AND USE OF ANY PRODUCTS AND SERVICES FROM THE COMPANY ARE SUBJECT TO THE COMPANY'S DISCLAIMERS WHICH CAN BE FOUND AT FLASHPARKING.COM/DISCLAIMERS/



Digital Products Addendum

This Addendum (the "Addendum") is entered into and effective as of date set forth in an applicable order form (the "Order Form") and supplements that certain FLASH OS™ License, Service and Product Usage Terms and Conditions (the "Agreement" or "Terms and Conditions", which shall include any and all schedules, addendums, or attachments incorporated herein, as well as all amendments or supplements of such documents and the Agreement) entered into by and between FlashParking, Inc., a Delaware corporation (together with its subsidiaries and affiliates, "Flash") and the customer listed on the Order Form ("Customer"). Flash and Customer at times are each referred to herein as a "Party" and, collectively, as the "Parties." Terms used but not defined herein shall have the meaning given to them in the Agreement.

1 Digital Services

1.1 Customer desires to offer its parking inventory for the parking location(s) (each, a "Location") listed on the applicable Order Form (the "Parking Inventory") on Flash's Parkwhiz platform, including but not limited to ParkWhiz and BestParking applications and websites (the "Parkwhiz Sites") and in partnership with third-party demand networks (the "Customer Sites", and together with the Parkwhiz Sites, the "Sites"). Flash will list the inventory, with the number of parking spaces and corresponding reservation periods and parking rates specified by Customer in Customer's sole discretion. Customer may alter this information at any time.

1.2 Flash may provide the services set forth below (collectively, the "Digital Services") which shall be further described in an Order Form according to the Customer's purchase. For the avoidance of doubt, the Digital Services are "Services" as defined in the Agreement. The Digital Services may include:

1.2.1 Non-reservation services, wherein motorists pay for their parking transactions using their mobile phone via the Sites without reserving parking in advance ("Drive-Up Services"); and

1.2.2 Reservation services, wherein motorists make a parking reservation and pay for parking in advance ("Reservation Services").

1.3 Customer hereby explicitly grants Flash the authority to Co-Manage Customer's Digital Parking Listings. As used herein, "Digital Parking Listings" means each Location's business listings on third-party applications, websites or platforms, including but not limited to Google, Google Maps, Waze, Yelp, Bing, Apple Maps, Yahoo, Facebook and any similar applications, websites or platforms, whether in existence now at any point during the term of the Agreement, and "Co-Manage" means (a) to claim or re-claim a Digital Parking Listing if the applicable Digital Parking Listing is not in Customer's control, or (b) to be added as a manager for a Digital Parking Listing by Customer if the Digital Parking Listing is in the Customer's control. For the avoidance of doubt, Customer will retain control over decisions regarding branding of its Digital Parking Listings. Customer will allow Flash to include "Powered by Flash" in such branding, which shall be secondary in size and prominence to Customer's branding. Where permitted by such third-party applications, Flash will promote Customer's Digital Parking Listings to drive bookings and improve the position of the Digital Parking Listing and its rating by passing all current and future positive Parkwhiz Site reviews to such Digital Parking Listing, adding photos and providing other similar promotional services in Flash's discretion.

1.4 Flash will process and collect payment for the Digital Services and will provide transaction-related phone and email support for motorists. Flash will bear processing expenses, including credit card merchant fees, for Digital Services transactions. Flash reserves the right to impose processing charges on motorists in connection the Digital Services in its sole discretion, which processing charges shall be disclosed to Customer and separated from the fee charged by Flash (the "Flash Digital Services Fee"). Flash will produce an individual confirmation code for each transaction to ensure that each transaction is unique, legitimate, and verifiable by Customer for fulfillment.

1.5 Flash will provide Customer access to transaction history and balance information via its password-protected console for customers (the "Customer Console"). Customer's access to and use of the Customer Console shall be governed by this Addendum. Flash hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Customer Console and the information Flash provides or makes available to Customer in connection therewith, solely for internal business purposes and

solely during the term of the Agreement. Customer will not, and will not permit any third party to, make any use or disclosure of the Customer Console that is not expressly permitted under this Agreement. Without limiting the foregoing, Customer will not and will not permit any third party to (a) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, algorithms, file formats, or interface protocols of the Seller Console or of any files contained in or generated by the Seller Console; (b) copy, modify, adapt, or translate the Seller Console; (c) resell, distribute or sublicense the Seller Console, make the Seller Console available on a "service bureau" basis, or otherwise allow any third party to use or access the Seller Console; (d) remove or modify any proprietary marking or restrictive legends placed on the Seller Console or (e) use the Seller Console in violation of any applicable law or regulation. Customer shall retain title to and ownership of the Seller Console, including all copyrights and other intellectual property rights relating thereto. Customer will have no rights with respect to the Seller Console other than those expressly granted under this Agreement.

1.6 Flash shall transmit to Customer the non-financial customer information necessary for Customer to perform its obligations hereunder. Customer may use and disclose such information solely as required to comply with its obligations hereunder and in a manner consistent with all applicable laws, rules, regulations, and self-regulatory guidelines. Customer agrees to comply with all laws and regulations regarding personally identifiable information relevant to its jurisdiction. Customer shall take reasonable measures to ensure that such information is protected against unauthorized access, use, modification, or other misuse during the duration of the Agreement and thereafter if needed.

2 Customer Obligations

2.1 Customer will provide parking for any motorist who completes a Digital Services transaction through the Sites until inventory is sold out. Customer agrees that the rate listed on Sites will at a minimum be equal to the best rate offered to traditional transient or daily motorists. All information provided Customer with respect to the Location and the Parking Inventory by must be accurate. If Customer cannot fulfill a Digital Services transaction or the information provided with respect to the Location and the Parking Inventory is inaccurate, Customer agrees that it shall be liable to Flash for all costs and expenses it incurs in remedying the non-fulfillment or inaccuracy for affected motorists and further acknowledges and agrees Flash may deduct such costs and expenses from the Customer Proceeds (as defined below) in its sole discretion. If Customer repeatedly fails to fulfill Digital Services transactions or repeatedly provides inaccurate Location and the Parking Inventory information, Flash may, in its sole discretion, suspend or terminate Customer's account. Flash reserves the right to request proof of Customer's ownership of Location or authority to sell parking at a Location.

2.2 At Flash's reasonable request, Seller will place an Parkwhiz button, widget, and/or link on and included in its website, email marketing and campaigns and/or social media accounts.

2.3 Customer agrees that it will not list the Parking Inventory for sale via any other website or mobile app, including online discount/coupon providers.

2.4 Customer agrees to: (a) provide Flash with access to inventory information for each applicable Location, including but not limited to name, address, image(s), Base Price (as defined below) and other text graphics, and other content reasonably required by Flash to perform its obligations under this Addendum and limited, royalty-free, non-exclusive, non-transferrable license to display the same on the Sites; (b) provide Flash with access to Customer's application program interface ("API") and all inventory data feeds, if available; (c) permit Flash to access, reproduce, and use any content related to the Parking Inventory contained on Customer's websites, social media sites or other online sources on a periodic and reasonable frequent basis. All of the data and information to be provided under this section shall be in a format mutually agreed to by the parties. Customer shall provide Flash with such information, cooperation, and technical support as Flash reasonably requests in connection with the Company's obligations under this section.

2.5 Customer hereby grants to Flash a limited, royalty-free, non-exclusive, non-transferrable license during the term to use the name, logo, images, and trademarks of the Customer (the "Customer Trademarks") during the term of the Agreement in order to market the Parking Inventory only. Following the end of the term of the Agreement, whether by termination or expiration, Flash's right to use any Customer Trademark will terminate, and any and all uses of these Trademarks by Flash must cease immediately. Flash will not manufacture or sell, or license the manufacture and/or sale of, any promotional or other merchandise that bears Customer's Trademarks without their prior written consent. Flash and Customer, as applicable, all warrant and represent that it has the right to authorize the exploitation of their Trademarks, and to grant the other rights contained herein and that the other Party's use of such Trademarks as provided hereunder will

not violate or infringe upon the rights of any third party or violate any federal, state or local law or regulation.

2.6 By mutual agreement on designs, Customer shall allow branded or co-branded signage, which Customer shall display in its Facilities, to allow easy identification by customers. Flash will pay for the signage installations. Subsequent signage installations or replacements to sign due to damage, vandalism, or mishandling will be paid by the Customer or replaced at the Customer's cost.

2.7 Customer must notify Flash in writing no less than 5 business days prior to a change in the entity responsible for operating a Location.

3 Prices and Proceeds

3.1 For purposes of this Addendum, the following definitions apply.

3.1.1 "Base Price" means the price set by Customer in the Customer Console.

3.1.2 "Drive-Up Fee" means the percentage of the Base Price plus the applicable transaction fee for Drive-up Services as set forth in the Order Form.

3.1.3 "Reservation Fee" means the percentage of the Base Price plus the applicable transaction fee for Reservation Services as set forth in the Order Form.

3.1.4 "Gross Sale Price" means the amount displayed to, and paid by, the applicable motorist.

3.1.5 "Customer Proceeds" means the Base Price minus the Drive-Up Fee and/or Reservation Fee.

3.2 The gross sale price displayed to and paid by motorists shall be the sum of the Base Price, the Drive-Up-Fee or Reservation Fee, as applicable, and the Digital Services Fee, if applicable.

3.3 Flash will remit accumulated Customer Proceeds, if applicable, to Customer through the Customer Console once per month via electronic (ACH) withdrawals no later than the 20th day of the subsequent month. Notwithstanding the foregoing, Flash may withhold payment in its sole discretion in the event (a) a sale is canceled for any reason; (b) an adjustment is made to motorist pricing because the rate offered by Flash was higher than the rate offered elsewhere; (c) Flash reasonably believe that Customer has committed fraud or other illegal acts or omissions during any buying or selling activity; or (d) Customer provides inaccurate or misrepresented Parking Inventory or Location Information for any booking or portion thereof. Flash will only remit Customer Proceeds for bookings that have been fully redeemed. Customer Proceeds for reservations or bookings that have been made, but have not yet been redeemed, will be held until so redeemed by the applicable motorist or until the date of the reservation or booking has passed without refund or cancellation. Any accrued payment obligations under this Section shall survive the termination or expiration of this Agreement. Each remittance of Customer Proceeds to Customer shall be accompanied by a report detailing the Base Price, the applicable Flash Digital Services Fee, the Customer Proceeds, the name of the applicable Location, the type of parking space reserved, and the specific date and time of the reservation for each motorist transaction through the Sites related to the Location.

3.4 Customer shall be responsible for remitting to the applicable taxing authority all federal, state, and local taxes imposed on parking customers purchasing parking through the Sites and with respect to any Base Price. Customer shall include any such applicable taxes in the Base Price set by Customer in the Customer Console. Flash shall be responsible for collecting such taxes and remitting them to Customer as part of the Customer Proceeds. Additionally, Customer shall be responsible for remitting to the applicable taxing authority all federal, state, and local income taxes related to Customer Proceeds. Flash shall have no obligation to collect or remit any income-related taxes to any authorities on Customer's behalf. Each party shall indemnify the other party from and against any costs, claims, and other liability incurred as a result of the indemnifying party's failure to comply with its obligations under this paragraph.



DIGITAL PRODUCTS PRICING ADDENDUM

Digital Ticket Checkout

Base Price	The price set by Customer to park at Customer's facility, plus any applicable sales taxes.
Customer Convenience Fee	Additional charge to consumers, set and retained by Customer and mutually agreed upon by FlashParking.
Gross Sale Price	The amount displayed to and paid by the consumer, equal to the Base Price plus any applicable Customer Convenience Fee and FlashParking Transaction Fee.
FlashParking Credit Card Processing Fee	3.5% of the Gross Sale Price.
FlashParking Transaction Fee	\$0.50; provided, however, if the Customer Convenience Fee exceeds \$4.99, the FlashParking Transaction Fee shall be \$1.00.
Customer Proceeds	Gross Sale Price minus the applicable FlashParking Credit Card Processing Fee and the FlashParking Transaction Fee.

Reservations

Base Price	The price set by Customer to park at Customer's facility, in Parkwhiz's Seller console, plus any applicable sales taxes.
Reservation Fee	For hourly/daily parking: 15% if the Base Price is less than \$10. 15% + \$0.99 if the Base Price is \$10 or more.
Buyer Fee	Additional charge to consumers which FlashParking, at its sole discretion, may collect for certain transactions (currently set to 6% of the Base Price).
Gross Sale Price	The amount displayed to and paid by the consumer, equal to the Base Price plus the Buyer Fee (when applicable).
Seller Proceeds	Gross Sale Price minus the Reservation Fee and Buyer Fee (when applicable).

Scan To Pay

Base Price	The price set by Customer to park at Customer's facility, plus any applicable sales taxes.
Customer Convenience Fee	Additional charge to consumers, set and retained by Customer and mutually agreed upon by FlashParking.
Gross Sale Price	The amount displayed to and paid by the consumer, equal to the Base Price plus any applicable Customer Convenience Fee and FlashParking Transaction Fee.
FlashParking Credit Card Processing Fee	3.5% of the Gross Sale Price.
FlashParking Transaction Fee	\$0.50 if the Gross Sale Price is less than \$10.00. \$0.99 if the Gross Sale Price is \$10.00 or more.
Customer Proceeds	Gross Sale Price minus the applicable FlashParking Credit Card Processing Fee and the FlashParking Transaction Fee.