



SERVICE AGREEMENT NO. 6420

Airport Parking Lot Hardware & Software Upgrades

THIS **Airport Parking Lot Hardware & Software Upgrades Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and FlashParking, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Airport Parking Lot Hardware & Software Upgrades in response to Request for Bid/Proposal No. 6420 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor shall provide Airport Parking Lot Hardware & Software Upgrades ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** The term of this Agreement is five years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually agree to renew the software support and maintenance portion of this Agreement (following the initial five-year term) for up to five additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$538,019.00, subject to approved extensions and changes. Excluding the portions of the payments due in accordance with the dates and at the percentage amounts set out in Attachment A, all other payments will be made for Services performed and accepted by the City within 30 days of the invoice date, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Quote/Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, TX 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Holly Houghton
IT Department
Phone: 361-826-3753
Email: hollyh@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in their entireties.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized employee of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

- 7. Inspection and Acceptance.** Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City.

If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service quantities indicated on Attachment B are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. Independent Contractor. Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

12. Subcontractors. In performing the Services, Contractor may use subcontractors in connection with the work performed under this Agreement. When using

subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that were not approved in accordance with this paragraph.

- 13. Amendments and Changes.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City. Any changes that alter the method, price, or schedule of work must be allowable, allocable, within the scope of any federal grant or cooperative agreement, and reasonable for the completion of the project scope.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** Reserved.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Holly Houghton, Assistant Director
Information Technology Dept.
1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3753
Fax: N/A

IF TO CONTRACTOR:

FlashParking, Inc.
Attn: Jim Dufon, VP Airport
2500 Bee Caves Rd. Bldg. III, Ste. 400, Austin, TX 78746
Phone: (512) 547-9998
Fax: N/A

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL THIRD PARTY LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE DIRECTLY FROM AND ARE CAUSED BY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR OR ITS EMPLOYEES OR AGENTS IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) Termination for Cause. The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Termination for Non-Appropriation. After the first year of the Agreement and provided that the City has paid in full for the first year of Services, the City may terminate this Agreement due to non-appropriation of funds upon 30 days' advance written notice to the Contractor. In the event of such termination, the Contractor will be compensated for all Services performed prior to and through the date of termination, and the City shall have no further obligations to the Contractor.

19. Effect of Breach. In addition to the remedy of termination, if the Contractor violates or breaches any provision of the Agreement, the City may pursue any other claims or causes of action available under the law. No specific sanctions or penalties apply to this Agreement except those that are otherwise available under the law.

20. Limitation of Liability. *NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF THE OTHER OR FOR ANY FORM OF DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) OTHER THAN DIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. CONTRACTOR'S TOTAL AGGREGATE LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID BY THE CITY TO CONTRACTOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE CITY'S INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.*

21. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment, with such consent not to be unreasonably withheld. The performance of this Agreement by the Contractor is the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever. Notwithstanding the foregoing, Contractor may 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 subsidiaries or affiliates, in each case, without the consent of the City, however subject to Contractor's prior written notice of assignment to City and subject to assignee's written agreement to comply with terms of this Agreement. Provided, however, that no such assignment shall be made to any person or entity that appears on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of Treasury's Office or Foreign Assets Control ("OFAC") or is otherwise subject to OFAC sanctions or embargo programs. The City shall have the right to terminate this Agreement upon written notice if an assignment is made in violation of the foregoing conditions.

22. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

23. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies, solely as they relate to the provisioning and installation of the equipment, will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments;
- C. the bid solicitation document including any addenda (Exhibit 1); then,
- D. the Contractor's bid response (Exhibit 2).

For the avoidance of doubt, the parties acknowledge and agree that the ongoing provision of the software as a service ("SaaS") required to operate the equipment after it's installed will be governed exclusively by the terms set forth in Attachment F (the "SAAS Agreement"), and nothing in this Agreement shall be construed to govern or supersede the terms of such SaaS Agreement.

- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such forum and venue for such disputes is in the district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of \$100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.
- 28. Federal Funding Requirements.** This project is subject to requirements provided for the Federal Aviation Administration (FAA) and/or other federal agencies. A set of

Federal Requirements has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services. The Contractor will insert in any subcontracts all Federal Provisions/Requirements contained in the Agreement, such other clauses as the FAA, or its designee may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses.

[Signature Page Follows]

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Rachel Erben Date
Assistant Director – Contracts & Procurement

Reviewed by:

Purchasing Manager Date

Approved as to legal form:

Assistant City Attorney Date

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment A-1: Technical Proposal Scoring Matrix
- Attachment B: Quote/Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements
- Attachment E: Federal Requirements
- Attachment F: Flash OS License, Service, and Terms & Conditions
- Attachment G: Flash Digital Products Addendum
- Attachment H: Flash Digital Products Pricing Addendum
- Attachment I: Payment Services Sub-Merchant Agreement

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 6420
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1. General Requirements

- A. The Contractor shall install six weatherproof and wind-resistant parking lot entrance kiosks at the parking lot entrance gates. Proper-height kiosks must accommodate larger vehicles while being ADA-compliant. They must also have a rear-facing license plate reader (LPR) that has a 100% capture rate and a very high conversion rate. The gate arms and inground loops must be replaced. The kiosks must be equipped with a call button that allows users to contact airport staff.
- B. The Contractor shall install a weatherproof and wind-resistant kiosk at the commercial lane entrance gate for the commercial parking lane with a rear-facing license plate reader (LPR) and recognition that has a 100% capture rate and a very high conversion rate. Access to the commercial gate must be available through a proxy card, license plate recognition (LPR), or by using the call button to contact airport staff. Automated access must be recorded for monthly billing. This lane lacks an exit control device that must require the installation of a new gate arm and inground loops.
- C. The Contractor shall install two crossover lane gates between the short-term and long-term parking areas, requiring no user interaction. Replace the existing gate arms with high-speed gate arms and install in-ground loops as needed. These gates must manage vehicle inventory between the short-term and long-term lots.
- D. The Contractor shall install four parking lot exit kiosks at the pay station exits that are weatherproof, wind-resistant, user-friendly, and easy for customers to navigate. Each kiosk must have an intercom/help button that, when pressed, must connect users to landside agents through a landline, cell phone, or by sending an alert notification via the application. The gate arms must need to be replaced, and in-ground loops must need to be installed. The kiosks must be designed at the proper height to accommodate larger vehicles and adhere to ADA compliance standards.
- E. The pay station exit kiosks must include payment methods such as credit cards (magnetic strip, chip, or tap options), debit cards, and the capability to collect and dispense US currency. Online payment options must include a feature to pay through the CCIA app. The City uses Govolution as the Merchant Provider. If the Contractor does not allow the City to use its own merchant provider, then

the Contractor's merchant provider must meet the following requirements: fund payment deposits within two business days, deposit gross funds into the City's bank account, process chargebacks as individual transactions, and invoice fees on a monthly basis. Cash deposits must be deposited directly to the City's bank account.

1.2 Minimum Development Requirements

Hardware requirements:

1. Ability to efficiently manage any features and functions of the parking lot system.
2. The project must be a turn-key installation that utilizes the current parking lot fiber and network for data.
3. The system must be able to operate stand-alone or batch mode to handle internet outages as well as secondary data source ex: cellular failover.
4. PCI DSS compliant for credit card processing.
5. Credit card processing must be by Ayden, the Contractor's payment processor. If the Contractor does not allow the City to bring its own merchant provider, then the Contractor's merchant provider must fund payment deposits within two business days, process chargebacks as individual transactions, and invoice fees monthly. Cash deposits must be deposited into the City's bank account.
6. The system payments will not be integrated with the City's general ledger software, Infor.

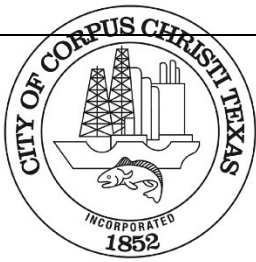
Attachment A-1
1 - Technical Proposal 2 -
Scoring Matrix

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#	Requirements	Priority M / E / N (Meets/Exceeds/ Needs)	Vendor Response Y / M / N	Comments
MAIN SERVER (either hosted or on premises acceptable)				
1.	Interface must be intuitive and user friendly.	M	Y	
2.	Ability to easily change rates and system messages on kiosks.	M	Y	CCIA will be able to enable and disable rates, however, any rate reprogramming will need to go through Flash support. Additionally, system messaging changes will need to go through Flash support.
3.	Ability to easily manage any feature and function of the parking lot system.	M	Y	
4.	Easily enter and manage monthly and employee accounts.	M	Y	
5.	Easy report creation / generation.	M	Y	Flash has over 200 preformatted reports that a user can generate. Additionally, Flash has a data sharing integration that CCIA can tie into.
6.	Reports must be approved by City's Finance Director.	M	Y	Flash has over 200 preformatted reports that a user can generate. Additionally, Flash has a data sharing integration that CCIA can tie into.
7.	The system should be able to operate in stand alone or batch mode in case of internet outage.	M	Y	
8.	Instant cellular internet failover.	M	Y	
9.	24/7 customer support for emergencies.	M	Y	
10.	Full user training on the new system, provide documentation for all common processes and tasks.	M	Y	
11.	Any system needs to be secure and use current antivirus and security software.	M	Y	
12.	The vendor will apply regularly scheduled software patches, including those for zero-day exploits. Notifications must be sent prior to these scheduled patches.	M	N	Flash patches and updates are done automatically and do not effect the operations of the PARCS. Therefore, Flash does not notify customers ahead of updates or patches.
13.	PCI DSS compliant for credit card processing.	M	Y	
14.	Stock of recommended spare parts.	M	Y	
15.	Onsite technical support available, if needed.	M	Y	
16.	This should be a turn-key installation and will utilize current parking lot fiber and network for data.	M	Y	
17.	We are an operating business and will need to be up and running throughout the conversion.	M	Y	Committing to this is dependent on existing site conditions, infrastructure, and existing physical networking.
18.	Ability to send notifications for alarms	M	Y	
19.	Hosted software solutions is SOC2 compliant	M	Y	Flash PARCS & Flash Valet are hosted with a Platform-as-a-Service (PaaS) environment within Microsoft Azure. Microsoft has a SOC 2 and many other compliance certifications. Flash can provide our PCI DSS Level 1 certification or HITRUST e1 certification in lieu on a SOC 2. Flash has implemented a cybersecurity and compliance program to develop strong internal controls to protect the sensitive data entrusted to our care.
20.	Ability to manage data retention (Example: How many customers, payment types, etc)	M	Y	Data is retained for the life of the contract. If other data retention policies need to be applied, further discussion will be needed between CCIA and Flash.
21.	FIPS 140-2 compliance for data in-transit and at-rest	M	N	Flash has not formally validated its systems against FIPS 140-2 standards. However, Flash has implemented cryptographic modules that adhere to industry best practices for data encryption.
22.	Training must be onsite, and a Webex for future training.	M	Y	
23.	We must have technical training before go-live.	M	Y	
24.	On-site support for P1 calls within 48 hours of call placement.	M	Y	
25.	Must have 24/7 on-shore support for P1 calls.	M	Y	
26.	Must be able to provide any reports requested. (CCIA will give a list of reports)	M	M	Flash has over 200 preformatted reports that a user can generate. Additionally, Flash has a data sharing integration that CCIA can tie into.

27.	Must produce daily, weekly, monthly, and quarterly reports.	M		Flash has over 200 preformatted reports that a user can generate. The majority of these preformatted reports will either be able to be pulled for a week, a day, or a month depending on the report. Additionally, Flash has a data sharing integration that CCIA can tie into.
			M	
PAYMENT METHODS				
1.	Credit cards (magnetic strip, chip, and tap)	M	Y	
2.	Debit cards	M	Y	
3.	Accepts US currency and dispenses US currency as required for change	M	Y	
4.	Apple pay	M	Y	
5.	Google pay	M	Y	
6.	Pay online or in app	M	Y	This can be accomplished via Flash DTC
8.	Credit card processor via Govolution Merchant Provider services only.	M		Flash is proposing Adyen, in which Flash would be the merchant of record. Revenue settlement will be every two business days after the transaction date.
			M	
PARKING LOT ENTRANCE GATES				
1.	Six parking lot entrance kiosks.	M	Y	
2.	Weatherproof, outdoor-rated equipment for use in inclement weather. Designed to be wind resistant.	M	Y	
3.	Proper height pay stations to accommodate larger vehicles and remain ADA compliant.	M	Y	
4.	Display screen provides parking lot information and parking fee pricing.	M		Flash can show rates on the kiosk screen that will require a parker to accept the rates before they can pull a ticket. Alternatively, Flash has integrations into different sign companies that can show rates as well
			Y	
5.	Display screen allows user to interact with kiosk.	M	Y	
6.	Kiosk language can be changed by individual customer to their preferred language by selecting a single button.	M	Y	
7.	Entrance kiosk will print tickets with thermal printing process. (No proprietary ticket or magnetic stripe ticket will be printed.)	M	Y	
8.	Parking availability to include capacity information and lot full message.	M		Current car counts can be shown in the iOS app and Flash admin portal. Flash also has integrations with different sign providers that show this information and an open API for CCIA to be able to pull this information if desired.
			Y	
9.	Intercom/help button that when activated will contact Landside Agent by landline, cell phone, or send an alert notification through the application.	M	Y	
10.	Card reader (proxy card) that recognizes airport SIDA badges. Ability to input City of Corpus Christi employee badge numbers to allow access for scheduled time period or allow to be entered, deleted, or edited as needed.	M	Y	Badges must be tested by Flash to confirm compatability.
	System will be able to track card swipe history for 12 months. 26bit Weigand cards.		Y	
11.	Rear facing License Plate Reader (LPR) and recognition.	M	Y	Flash will need to verify that all lanes can be
	LPR with 100% capture and exceptional conversion percentage.			We have over a 99% capture rate at sites that are installed according to our installation specs. Flash will need to verify that all lanes can be installed according to our specifications.
			M	
12.	Replace gate arms with high-speed gate arms. Install inground loops as required.	M	Y	
13.	Notification by email or text when ticket splitter supplies are low.	M	Y	Flash can send out email alerts when paper is low and out.
COMMERCIAL LANE ENTRANCE GATE				
1.	One commercial parking lot entrance kiosk.	M	Y	
2.	Proper height pay stations to accommodate larger vehicles and remain ADA compliant.	M	Y	
3.	Proper height pay stations to accommodate larger vehicles and remain ADA compliant.	M	Y	
4.	Card reader (proxy card) that recognizes airport SIDA badges. Ability to input City of Corpus Christi employee badge numbers to allow access for scheduled time period or allow to be entered, deleted, or edited as needed.	M	Y	Badges must be tested by Flash to confirm compatability.
5.	Rear facing License Plate Reader (LPR) and recognition.	M	Y	
6.	LPR with 100% capture and exceptional conversion percentage.	M		We have over a 99% capture rate at sites that are installed according to our installation specs. Flash will need to verify that all lanes can be installed according to our specifications.
			M	
7.	Replace gate arms with high-speed gate arms. Install inground loops as required.	M	Y	

8.	Intercom/help button that when activated will contact Landside Agent by landline, cell phone, or send an alert notification through the application.	M	Y	
9.	Ability to view customers and interact with them verbally. Ability to remotely open gate arm through application or by phone.	M	Y	The Flash pinhole cameras are available for HMP which will allow the call center to view the parker and the parker to view the agent.
10.	Allow access through gate with LPR, proxy card and AVI/RFID tag.	M	Y	
11.	All automated access will be recorded for monthly billing purposes.	M	Y	
13.	Ability to log and track entries for all non-automatic entry.	M	Y	
CROSSOVER GATES (between short term and long term)				
1.	Two Crossover Lane Gates between short term and long term.	M	Y	
2.	No user interaction needed.	M	Y	
3.	Gates should open automatically when a vehicle is at the gate to allow access from short term to long term parking area.	M	Y	
4.	Gates should not allow access to short term from long term parking area.	M	Y	
5.	Along with a physical barrier gate arm, the function of the gates is to count cars out of short term and into long term for inventory purposes.	M	Y	
6.	Replace gate arms with high-speed gate arms. Install inground loops as required.	M	Y	
PAY STATION EXITS				
1.	Four parking lot exit kiosks. (There are currently three. One is for future expansion.)	M	Y	
2.	Weatherproof, outdoor-rated equipment for use in inclement weather. Designed to be wind resistant.	M	Y	
3.	Proper height pay stations to accommodate larger vehicles and remain ADA compliant.	M	Y	
4.	User friendly and easy to navigate by customer.	M	Y	
5.	Display screen allows user to interact with kiosk.	M	Y	
6.	Display screen reflects current date and time.	M	Y	
7.	Intercom/help button that when activated will contact Landside Agent by landline, cell phone, or send an alert notification through the application.	M	Y	
8.	Ability to view customers and interact with them verbally. Ability to remotely open gate arm through application or by phone.	M	Y	The Flash pinhole cameras are available for HMP which will allow the call center to view the parker and the parker to view the agent.
9.	System will be able to track card swipe history for 12 months. 26bit Weigand cards.	M	Y	
10.	System will be able to track card swipe history for 12 months. 26bit Weigand cards.	M	Y	
11.	Rear facing License Plate Reader (LPR) and recognition.	M	Y	
12.	LPR with 100% capture and exceptional conversion percentage.	M	M	We have over a 99% capture rate at sites that are installed according to our installation specs. Flash will need to verify that all lanes can be installed according to our specifications.
13.	Ability to enter employee, commuter, and official vehicle license plates. Airport customers can pre-pay for parking, enter their license plate and be granted exit without additional steps.	M	Y	
14.	Ability to automatically bill monthly customers and automatically disable unpaid accounts when defaulted.	M	N	Flash has integrations with different AR providers such as Parkchirp, Zephire, and ParkingBase that can be used.
15.	Ability to send validation code, barcode, or QR code via app or email for use to exit the parking lot. This could be used by disabled veterans or City of Corpus Christi employees.	M	Y	
16.	A printed receipt will be provided for each payment transaction.	M	Y	
17.	Kiosk language can be changed by individual customer to their preferred language by selecting a single button.	M	Y	
18.	Require reason and track employee badge that is used to open exit gate that allows customer to exit without making a payment.	M	Y	
19.	Automated reporting for daily sales totals and breakdown by tender type and validation transactions.	M	Y	
20.	Replace gate arms with high-speed gate arms. Install inground loops as required.	M	Y	
21.	Install new inground loops for any new device that needs a loop.	M	Y	
22.	Track customer entrance and associated payments. Require payment report by tender type.	M	Y	



CITY OF CORPUS CHRISTI
Pricing Form
CONTRACTS AND PROCUREMENT

RFP No. 6420
Upgrade and Replacement of Software and
Hardware at Airport Parking Lot

PAGE 1 OF 2

DATE: 8/19/2025

FlashParking, Inc.

PROPOSER


Chris Munoz (Aug 19, 2025 17:10:57 CDT)

AUTHORIZED SIGNATURE

- 1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing the proposal.**
- 2. Provide your best price for each item.**
- 3. In submitting this proposal, the Proposer certifies that:**
 - a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with the City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has incorporated any changes issued through Addenda to the RFP in this pricing.

Best and Final Offer

Item	Description	Cost	Total
1	Equipment and Hardware: Four exit pay stations with LPR, and new gate arms and loops. Six entry lanes with kiosks, LPR, and new gate arms and loops. One commercial lane with entry kiosk, LPR, and new gate arms and loop.	\$360,164	\$360,164
2	Implementation	\$79,155	\$79,155
3	Software - Support and Maintenance – Year 1	\$1,625 / month	\$19,500
4	Software - Support and Maintenance – Year 2	\$1,625 / month	\$19,500
5	Software – Support and Maintenance – Year 3	\$1,625 / month	\$19,500
6	Software – Support and Maintenance – Year 4	\$1,625 / month	\$19,500
7	Software – Support and Maintenance – Year 5	\$1,625 / month	\$19,500
8	Training	\$1,200	\$1,200
9	Contingency		
Total			\$538,019

Option Years

Item	Description	Cost	Total
1	Software - Support and Maintenance – Year 6	\$1,738.75 / month	\$20,865
2	Software - Support and Maintenance – Year 7	\$1,860.46 / month	\$22,325.52
3	Software - Support and Maintenance – Year 8	\$1,990.69 / month	\$23,888.28
4	Software - Support and Maintenance – Year 9	\$2,130.04 / month	\$25,560.48
5	Software - Support and Maintenance – Year 10	\$2,279.15 / month	\$27,349.80
Total – Option Years			\$119,989.08

Attachment C - Insurance Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000
CRIME/EMPLOYEE DISHONESTY Lessee shall name the City of Corpus Christi, Texas as Loss Payee (Insurance Limit Subject to Change Based on Risk Review of Actual Receipts)	\$1,000,000 Per Occurrence
ERRORS & OMISSIONS Must include payment processing and money handling	\$1,000,000 Per Occurrence

CYBER LIABILITY	\$1,000,000 Per Occurrence
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- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.

- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2025 Insurance Requirements Exhibit
Contracts for General Services – Services Performed Onsite-Offsite
CCIA Parking Lot Operations – Parking Fee Collections and Payment Processing
03/31/2025 Risk Management – Legal Dept.

Attachment D: Warranty Requirements

The Contractor must provide a 2-year warranty on parts and labor.

Attachment E: Federal Requirements

A1 BUY AMERICAN PREFERENCE

A1.1 SOURCE

Title 49 USC § 50101

A1.2 APPLICABILITY

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest;
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Timing of Waiver Requests. Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

Buy American Conformance List. The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

Facility Waiver Requests. For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate "Certificate of Buy America Compliance" in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

A1.3 SOLICITATION CLAUSE

The sponsor must include this clause in:

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All sponsor proposals for negotiated agreements **regardless of funding source.**

A1.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **City of Corpus Christi**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A2 DEBARMENT AND SUSPENSION

A2.1 SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

A2.2 APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. The sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

A2.3 SOLICITATION CLAUSE

A2.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A2.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not

presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A3 TRADE RESTRICTION CERTIFICATION

A3.1 SOURCE

49 USC § 50104

49 CFR part 30

A3.2 APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – MANDATORY TEXT. 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A3.3 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A4 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A4.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

A4.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding \$100,000.

Use of Provision – MANDATORY TEXT. Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

A4.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A5 TAX DELINQUENCY AND FELONY CONVICTIONS

A5.1 SOURCE

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

A5.2 APPLICABILITY

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

A5.3 CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A6 TERMINATION OF CONTRACT

A6.1 SOURCE

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A6.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor's contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default – **MANDATORY TEXT.** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – No mandatory text provided. The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services, and Property – No mandatory text provided. The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

A6.3 CONTRACT CLAUSE

A6.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A6.3.2 Termination for Default

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;

4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs,

estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Attachment F: Flash OS License, Service, and Terms & Conditions

Order Form Number: Q-89317	Date: August 28, 2025
Customer Name & Address Name: City of Corpus Christi Address: 1201 Leopard St., Corpus Christi, TX 78401 Facility Name: Corpus Christi International Airport Parking Facility Address: 1000 International Dr., Corpus Christi, TX 78406	Customer Contact Information Name: Email:
FlashParking, Inc. ("Company")	Company Contact Information: Name: Joe Rothgeb Email: joe.rothgeb@flashparking.com

FLASH OS™ General Information:

The FLASH OS platform is comprised of a number of different products and solutions. Those products listed 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: 60 Months

Payment Terms: 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	-	\$360,164.00
Software	\$1,625.00	-
Installation	-	\$3,956.00
Implementation	-	\$4,600.00
Warranty	-	-
Custom	-	\$71,799.00
Subtotal (before applicable taxes)	\$1,625.00	\$538,019.00

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 OS™ LICENSE, SERVICE AND PRODUCT USAGE TERMS AND CONDITIONS AND OTHER POLICIES, WHICH CAN BE FOUND AT WWW.FLASHPARKING.COM/LEGAL (THE “TERMS AND CONDITIONS”), WHICH TERMS AND CONDITIONS ARE SUBJECT TO CHANGE IN THE COMPANY’S SOLE DISCRETION. CAPITALIZED TERMS USED HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED THERETO IN THE TERMS AND CONDITIONS.

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.

CITY OF CORPUS CHRISTI

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

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 Proprietary 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 of 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 Indemnity

Customer agrees to defend, indemnify, and hold harmless Flash and its affiliates, its directors, officers and employees, contractors, agents, successors, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Flash may sustain or incur as a result of any claim against Flash brought by Customer, its affiliates, officers, directors or employees, contractors, agents, successors or assigns, by Customer's auxiliary personnel (such as freight handlers, etc.) or by other third parties (including members of the public), arising out of, or in any way related to, directly or indirectly, (i) the use or misuse of Flash Offerings, (ii) Customer's failure to perform its obligations contained herein, or (iii) Customer's negligence or intentional misconduct.

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 WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, SECURITY, COMPATIBILITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 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 IN NO EVENT SHALL FLASH OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR REVENUES OR OTHER ECONOMIC LOSS OF CUSTOMER OR ANY THIRD PARTY), WHETHER IN TORT, CONTRACT OR OTHERWISE, AND WHETHER OR NOT FLASH OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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 the Federal or 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 - Indemnity, 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.

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/

Attachment G: Flash Digital Products Addendum



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 Customer Console or of any files contained in or generated by the Customer Console; (b) copy, modify, adapt, or translate the Customer Console; (c) resell, distribute or sublicense the Customer Console, make the Customer Console available on a "service bureau" basis, or otherwise allow any third party to use or access the Customer Console; (d) remove or modify any proprietary marking or restrictive legends placed on the Customer Console or (e) use the Customer Console in violation of any applicable law or regulation. Flash shall retain title to and ownership of the Customer Console, including all copyrights and other intellectual property rights relating thereto. Customer will have no rights with respect to the Customer 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 a 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 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. 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 Customer or replaced at Customer 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.

Attachment H: Flash Digital Products Pricing Addendum



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.

Express Pay

Base Price	The price set by Customer to park at Customer's facility, plus any applicable sales taxes.
Gross Sale Price	The amount displayed to and paid by the consumer, equal to the Base price plus the applicable FlashParking Transaction Fee.
FlashParking Credit Card Processing Fee	Three and a half percent (3.5%) of the Gross Sale Price.
FlashParking Transaction Fee	Ninety-Nine cents (\$0.99)
Customer Proceeds	Gross Sale Price minus the applicable FlashParking Credit Card Processing Fee and the FlashParking Transaction Fee.

Attachment I: Payment Services Sub-Merchant Agreement

PAYMENT SERVICES SUB-MERCHANT AGREEMENT

This Payment Services Sub-Merchant Agreement (this “*Agreement*”) is entered into as of _____, 2024 (the “*Effective Date*”), by and between FlashParking, Inc., a Delaware corporation, whose principal place of business is 2500 Bee Caves Roads, Building 3, Suite 400, Austin, TX 78746 (“*Flash*”) and _____, whose principal place of business is _____ (“*Customer*”). Each of Customer and Flash may be referred to as a “*Party*”, and together as the “*Parties*.”

BACKGROUND

- A. Customer manages and/or operates certain parking facilities at which Flash sold and installed certain parking equipment and software (the “*Systems*”) for Customer’s parking operations.
- B. Flash provides certain payment services and Customer desires to receive such payment services at the selected properties operated and/or managed by Customer located at the addresses set forth on Exhibit A (the “*Locations*”). Pursuant to this Agreement, Flash will provide such payment services through compatible Systems currently in use at the Locations. The purpose of this Agreement is to set forth the terms and conditions upon which Customer will utilize the payment services at Locations and under which Flash shall provide such services to Customer.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, Flash and Customer hereby agree as follows:

AGREEMENT

- 1. **PAYMENT SERVICES:** Flash shall provide to Customer certain services that facilitate the transfer of payment transactions between the Flash payment platform (the “*Platform*”) and the processor to ensure that the Customer is able to accept payment by means of a credit card, debit card, prepaid card, NFC or other means of payment, including crediting or debiting such cards (the “*Payment Services*”) in connection with Customer’s use of Flash’s System. Flash shall act as the master merchant for all payment transactions processed through the Platform.
- 2. **USE OF LICENSE.** Flash hereby grants to Customer a nonexclusive and nontransferable limited license to access and use the Payment Services contracted for under this Agreement and Customer hereby accepts such license and agrees to utilize and access the Payment Services in accordance with the practices and procedures established by Flash. Customer may use the Payment Services for its own internal business purposes and operations and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or otherwise transfer any rights to, or commercially exploit except as expressly permitted, the Payment Services or any information, documents, software, products and services contained or made available to Customer in the course of using the Payment Services.
- 3. **INTELLECTUAL PROPERTY.** All Intellectual Property rights (i.e., registered and unregistered trademarks (including logos and trade files), domain names, copyright, patents, registered and unregistered designs, rights in computer software, databases and lists, Confidential Information (as defined below), software (whether in object code or source code), and all other rights anywhere in the world resulting from intellectual activity), in the Payment Services are exclusively owned by Flash (or Flash’s licensors or suppliers). Customer acknowledges that there is no transfer of title, Intellectual Property rights or ownership of the Payment Services and Customer will not dispute Flash’s (or Flash’s licensors or suppliers) ownership of the property referred to in this Section 3.

4. CUSTOMER OBLIGATIONS.

- a. Customer hereby agrees that Customer: (i) has made, and will continue to make, its own assessment of the suitability, adequacy, compatibility and appropriateness of the Payment Services for its purposes; (ii) will comply with Flash's restrictions, instructions and documentation in relation to the use of the Payment Services, including those set out in this Agreement; (iii) will ensure that only authorized persons use the Payment Services and that the Payment Services shall not be used for the processing of transactions of, or for the benefit of, any person other than Flash or Customer; (iv) will ensure that the Payment Services shall be used only for processing parking and mobility services transactions; (v) will obtain and maintain all equipment, software and services needed to enable it to receive and use the Payment Services; (vi) will ensure that sufficient information, including information on its usage of the Payment Terminals, is given to Flash to enable Flash to comply with its obligations under this Agreement and that such information is timely, complete and accurate; (vii) will ensure that the Platform will not be used for the sale of any product or service which violates any applicable law; (viii) will ensure that use of the Platform is in compliance with any applicable bylaws, rules, regulations, operating regulations, procedures and/or waivers issued by the entities that regulate and provide specific payment methods, as may be amended or supplemented over time ("*Scheme Rules*"); and (ix) acknowledges that any personal information concerning Customer or its personnel which is provided to Flash by or on behalf of Customer may be used by Flash for the purpose of providing the Payment Services and any other services to Customer and may be disclosed by Flash to its affiliates and other service providers to enable Flash to provide the Payment Services and any other services to Customer.
- b. Onboarding. Customer will be required to complete an onboarding process for the Payment Services, which will include completing certain questionnaires and accepting applicable terms and conditions. Customer agrees and acknowledges that Customer: (i) maintains a plan in case of a system breach, including that Customer will immediately contact the relevant authorities and payments partner; (ii) never physically or electronically stores any cardholder data its environment in any capacity after authorization; (iii) never stores sensitive authentication data in its systems; (iv) protects payment devices that capture payment card data via direct physical interaction with the card against tampering and substitution; (v) maintains a list of devices used for Point of Sale Transactions; and (vi) maintains a security awareness policy and program for all personnel involved with the handling of cardholder data.
- c. Payment Terminals. Customer must use the devices designed to submit POS Transactions provided by Flash (the "*Payment Terminals*") for all POS Transactions. In operating and using the Payment Terminal, Customer must: (i) ensure that the Payment Terminal is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner; (ii) make no alteration to the Payment Terminal and not remove any component(s) from the Payment Terminal without the prior written consent of Flash; (iii) permit Flash or its duly authorized representative to inspect the Payment Terminal at all reasonable times, subject to reasonable notice and during reasonable working hours at the relevant location; and (iv) comply with the relevant usage manuals for the Payment Terminals.
- d. At the end of the term of this Agreement, in case of any termination and/or in case the Payment Terminals will no longer be used by Customer, Customer will return all Payment Terminals to Flash within ten (10) business days.
- e. Customer shall provide Flash with data necessary for the electronic funds transfer ("*Collection Data*") in the form and at the times prescribed by Flash and shall make periodic checks and updates necessary to cause the Collection Data to be current and accurate at all times. Customer

warrants to Flash that all data and entries delivered to Flash by Customer will (a) be correct in form, (b) contain true and accurate information, (c) be fully authorized by the consumer or business, and (d) be timely under the terms and provisions of this Agreement.

- f. Bank Accounts. Customer shall provide Flash with bank account information for the deposit of funds collected through the Flash Payment Platform (“*Customer Deposit Account*”). Customer shall also provide bank account information, if different from the Customer Deposit Account, for Flash to be able to withdraw its Fees set forth in Section 5 (“*Customer Funding Account*”). Such account information shall be in the form of a bank letter or voided check from Customer’s bank.
- g. Customer acknowledges that an authorization obtained through the Payment Services only confirms the availability of the cardholder’s credit at the time of the authorization. Such authorization does not warrant that the person presenting the card is the rightful cardholder, nor is it an unconditional promise, guarantee or representation by Flash that a transaction is or will be deemed valid and not subject to dispute, debit or chargeback.

5. FEES AND PAYMENT.

- a. The Payment Services will be subject to the fees set forth in Schedule A attached hereto. Notwithstanding the foregoing, pricing for the Payment Services may need to be adjusted to account for (i) increases in fees incurred by Flash from its payment platform provider, (ii) changes in applicable laws, regulations or Scheme Rules or (iii) inflation or other economic conditions. Therefore Flash may unilaterally raise the fees set forth in Schedule A upon 60 (sixty) days’ written notice to Customer. Customer may terminate this Agreement by providing written notice to Flash of its intent to terminate at least 10 (ten) days prior to the end of such 60 (sixty)-day notice period.
- b. Flash shall invoice Customer at the beginning of each month. The invoiced amounts shall be paid immediately and will be deducted from Customer Funding Account. Customer agrees to promptly review all reports and supporting documents related to invoiced amounts provided by Flash and further agrees to assert any disputes concerning the accuracy of invoiced amounts in writing within sixty (60) days from the date of receipt of each such report. Failure to dispute the invoiced amounts within this sixty (60) day period will result in the reports and the invoiced amounts therein being deemed accurate and accepted by Customer and Customer waives any right to contest the accuracy of such reports or the invoiced amounts detailed therein.
- c. Customer must ensure that the Funding Account at all times holds sufficient funds to ensure that Flash can directly withdraw any Fees due to Flash. ACH withdrawal failures for lack of sufficient funds will be subject to the ACH Reject Fee set forth on Schedule A. Customer shall promptly, and in any event, no later than twenty-four (24) hours, to resolve all ACH issues. If ACH issues are not resolved within twenty-four (24) hours, Flash shall have the right to withhold funds from future processing days.
- d. Flash will transfer funds to Customer’s bank account via ACH on a T+2 basis.

6. TAXES. Each party is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, and similar taxes and duties) owed as a result of the processing relationship established hereunder and hold the other party harmless from all claims and liability arising from its failure to report or pay such taxes.

7. TERM/TERMINATION.

- a. Term. This Agreement shall remain in full force and effect for as long as Flash provides Systems to Customer unless otherwise terminated pursuant to Section 7(b).
- b. Termination. Either Party may terminate this Agreement for any or no reason effective thirty (30)

days after giving written notice of intent to terminate. The termination of this Agreement shall not relieve any party of any obligations arising prior to such termination.

8. **INDEMNIFICATION.** Customer agrees to indemnify, defend, and hold harmless Flash, its affiliates and its and their officers, directors, employees and agents (collectively, the "*Flash Parties*") from and against any loss, liability, damage, penalty or expense (including, without limitation, attorneys' fees, expert witness fees and cost of defense) it or they may suffer or incur as a result of: (i) any failure to comply or any breach of, Customer or any officer, director, employee, agent or affiliate of Customer with the terms of this Agreement; (ii) any warranty or representation or covenant made by Customer hereunder being false or misleading or breached; (iii) any of the Flash Parties' use of any data (including, without limitation, Collection Data) and entries provided by Customer (or on Customer's behalf) in the performance of Flash's obligations to the Customer under this Agreement; (iv) any negligence or willful misconduct of Customer or its officers, directors, employees, agents or affiliates; (v) any representation or warranty made by Customer or any officer, director, employee, agent or affiliate of Customer to any third party.
9. **DISCLAIMER OF WARRANTIES.** THE PAYMENT SERVICES ARE PROVIDED "AS IS". FLASH DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO CUSTOMER AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY FLASH PARTIES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF FLASH'S OBLIGATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FLASH DOES NOT WARRANT THAT THE PAYMENT SERVICES WILL BE UNINTERRUPTED, FREE OF ERRORS, VIRUSES OR DEFECTS, OR AVAILABLE WITHOUT DELAY, OR THAT ERRORS OR DEFECTS ARE CAPABLE OF BEING REMEDIED OR CORRECTED.
10. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF THE OTHER OR FOR ANY FORM OF DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) OTHER THAN DIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. Except for any claim or action arising out of or relating to a party's fraud, gross negligence, or willful misconduct in its performance of the services or other obligations under this agreement, each party's total liability hereunder under any other theory of liability is limited to the fees paid by Customer (excluding any pass through expenses such as interchange fees or any other fees imposed by any acquiring bank, processor or payment card processing network, including but not limited to Visa, Mastercard and American Express ("*Card Schemes*")) under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim. Notwithstanding the foregoing, the Parties aggregate liability for (a) either Party's defense and indemnification obligations under this Agreement; or (b) either Party's liability to the other party for losses incurred by such other Party arising from fraud, gross negligence, or willful misconduct of the liable Party shall not exceed two times (2X) the fees paid by Customer to Flash (excluding any pass through expenses such as interchange fees or any other fees imposed by any acquiring bank, processor or the Card Schemes) under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.
11. **GENERAL**
 - a. Governing Law; Forum Selection. This Agreement shall be construed, interpreted and enforced

in accordance with the laws of the State of Texas without giving effect to principles of conflicts of laws that would require the application of any other law. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in Travis County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

- b. Survival. The terms of any Sections that by their nature are intended to extend beyond termination shall survive termination of this Agreement for any reason, including Section 8 through 11.
- c. Notices. All notices hereunder shall be in writing and shall be deemed given by email at the email address listed below or upon personal delivery by United States mail, first class postage fully prepaid, return receipt requested, addressed to Flash and Customer at their respective addresses as listed below. Any party may change its email contact address or postal address for notice in accordance with the terms of this Section.

If to Flash:

ATTN: General Counsel

2500 Bee Caves Roads, Building 3, Suite 400

Austin, TX 78746

Email: legal@flashparking.com

If to Customer, to the address set forth on the signature page hereto.

- d. Costs and Expenses of Enforcement. If suit or action is instituted to enforce or interpret any of the terms of this Agreement, the substantially prevailing party (as determined by the court resolving such dispute) shall be entitled to recover from the other party, in addition to costs, reasonable legal fees and expenses.
- e. Confidentiality. Each Party agrees that it will not disclose to any third party any non-public, confidential or proprietary information it obtains with respect to the other Party pursuant to this Agreement ("Confidential Information") except as expressly permitted hereunder, and that it will treat all such information as confidential. Each Party may disclose Confidential Information to its officers, employees, contractors and advisors, in each case on a need-to-know basis in connection with the performance or enforcement of this Agreement, and provided that such officers, employees, contractors and advisors are bound by obligations in this Agreement until such Confidential Information no longer constitutes a trade secret under applicable law.
- f. Assignment. In the event Customer assigns or transfers ownership of the Locations, Customer shall, as a condition to such assignment or transfer, require the new owner of the Location to assume Customer's obligations under this Agreement, and following such assignment or transfer such new owner shall be the "Customer" for all purposes of this Agreement; provided, that such an assignment or transfer of the Location shall not relieve Customer of any of its obligations under this Agreement arising prior to such assignment or transfer. Except in connection with an assignment or transfer of the Location as provided in the precedent sentence, neither party may assign or dispose of any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed; provided, that Flash may assign this Agreement in connection with the sale of all or substantially all of Flash's assets or business (whether structured as an asset sale, a stock sale, a merger or otherwise) to the acquiror thereof. This Agreement is binding on the successors and permitted

assigns of the parties.

- g. Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever, and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.
- h. Entire Agreement. This Agreement, including any schedule or exhibit attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof. There are no other promises, representations, terms, conditions or obligations other than those contained herein. This agreement supersedes all prior communications, representations or agreements, oral or written, between the parties and shall not be modified except in writing signed by both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date first written above.

FLASH:

By: Name:

Title:

CUSTOMER:

By:

Name of Signatory:

Title:

Address for Notices:

Date

SCHEDULE A

- a) For transactions where the cardholder is physically present and presents a payment card to Customer for payment ("***Point of Sale Transactions***" or "***POS Transactions***"), the fee shall be 2.90% of the transaction plus \$0.15 per transaction. For attempted but failed POS Transactions, the fee shall be \$0.15 per attempted but failed transaction.
- b) For transactions where the cardholder is not physically present, including transactions conducted online or over the phone ("***Card Not Present Transactions***"), the fee shall be 3.33% of the transaction amount plus \$0.20 per transaction. For attempted but failed Card Not Present Transactions, the fee shall be \$0.20 per attempted but failed transaction.
- c) For transactions that are using an iPhone to accept NFC card present transactions, an iPhone Tap to Pay fee shall be \$0.05 per transaction, in addition to the POS Transaction Fee listed above.
- d) Chargeback Fee shall be \$20.00 per chargeback, regardless of whether the chargeback was won or lost.
- e) Reversal Fee shall be \$10.00 per occurrence.
- f) Monthly Account Fee shall be \$15.00 per month.
- g) Statement Fee shall be \$25.00 per month.
- h) Batch Processing Fee shall be \$0.20 for each batch processed.
- i) ACH Reject Fee shall be \$40.00 per Rejected attempt.
- j) Each new MID requires a one-time setup fee of \$50.
- k) Gateway Fee shall be \$0.05