



CLIENT GENERAL TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS WHICH RELATE TO AND GOVERN YOUR USE OF THE PLATFORM OR ANY COMPONENT THEREOF. BY EXECUTING A SERVICE AGREEMENT OR USING THE PLATFORM, YOU REPRESENT AND AFFIRM THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS AND WILL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. THESE TERMS AND CONDITIONS SHALL TAKE EFFECT IMMEDIATELY UPON YOUR EXECUTION OF A SERVICE AGREEMENT OR USE OF THE PLATFORM, SERVICES, OR ANONYMIZED DATA. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT EXECUTE A SERVICE AGREEMENT AND DO NOT USE THE PLATFORM, SERVICES, API, OR ANONYMIZED DATA.**

1. SCOPE; PRELIMINARY MATTERS.

1.1. If not otherwise defined herein, the capitalized terms used in these Terms are defined in the final Section of these Terms.

1.2. These Terms govern your access to and use of our Platform, Services, Data, and other Parking Management Services provided by us.

1.3. We provide the Platform, Data, and Services, for use by you solely for the limited purposes set forth herein, except as otherwise expressly agreed to by us in writing, at our sole discretion.

1.4. Your use of the Platform, Data, and any other Parking Management Services or any component thereof is conditioned on your unequivocal agreement to accept, abide by, be governed by, these Terms, without limitation, restriction, or qualification.

1.5. By your acceptance of these Terms through the execution of a Service Agreement, you agree to these Terms without limitation, restriction, or qualification. You further acknowledge that your acceptance of these Terms, or your use of the Platform, Data, and any other Parking Management Services creates a valid and binding contract, supported by adequate consideration, consisting of these Terms, the Service Agreement and you agree that you will abide by, be governed by, these Terms, without limitation, restriction, or qualification.

1.6. If you do not agree to the terms, conditions, restrictions, and covenants set forth in these Terms or in the Service Agreement, you must not use the use the Platform, the Services, the Data, or any related Parking Management Services.

1.7. By your use of the Platform, Data, and any other Parking Management Services or any component thereof, you stipulate that some violations of these Terms may result in irreparable harm to Parkmobile not compensable in money damages, such that, without limitation, injunctive relief or specific performance shall be a necessary and appropriate remedy.

1.8. We retain the right to change these Terms at any time. Any changes made to these Terms shall be effective immediately upon posting on our Site. Each time you use the Platform or the Services, you agree that the then current version of these Terms is applicable and comprises the terms and conditions the agreement between you and Parkmobile. The then current version of these Terms supersedes and replaces all prior versions of these Terms. You are responsible for checking our Site for the current version of these Terms or reading the current version of these Terms as it is accessible in the Platform.

2. SERVICES PROVIDED BY PARKMOBILE. During the Term, we will use commercially reasonable efforts to perform our Services for you in a timely fashion. Each Services Agreement will set forth the pricing, service description, and additional terms and conditions for the particular Service you select.

2.1. Separate Service Agreements will be required for each Service you select which currently include, On Demand, Permit, and Reservation parking. At any time, we may add to or delete the Service Agreement options we provide.

2.2. If you require additional work that is not expressly included in (i) these Terms, (ii) the Service Agreement, (iii) a previous SOW, or another written document executed by the parties, you and Parkmobile shall: negotiate, in good faith, the terms and conditions of the additional work; mutually agree on the amount of additional Fees, if any; and memorialize such terms in either a new SOW or a written amendment to these Terms.

3. LICENSE. Effective as of the Effective Date, we hereby grant you License during the Term to use the Platform in object code form, in the conduct of your own internal business operations in accordance with these Terms. The revenue we derive directly or indirectly from Parking Sessions we process serves as the fees for your License of the Platform and there are no other License fees. You agree that, in connection with the use of the License, you will abide by the additional following license terms, conditions, restrictions, and prohibitions and that you:

3.1. Shall not share with or assign, copy, sublicense, transfer, lease, rent, sell, distribute, install, or otherwise provide to any non-Affiliate party (i) the License, (ii) the Platform; (iii) any use or application of the Platform; or (iv) your rights under these Terms, nor shall you pledge as security or otherwise encumber, the Platform;

3.2. Shall use the Platform solely (i) for your use with your internal business operations (so long as such business operations do not breach any other License Restriction), (ii) in accordance with all applicable laws and regulations, and (iii) as provided in these

Terms, the Platform instructions, the Platform documentation, and any supplemental limitations specified or referenced in the Service Agreement, if any;

3.3. Shall not use the Platform or any of its features to invade or compromise the privacy of any person or otherwise violate any law, including but not limited to, by using of the GPS functionality, location/tracking services;

3.4. Other than as expressly set forth in these Terms, shall not (i) modify, adapt, translate, duplicate, disassemble, decompile, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the Platform for any purpose, or (ii) attempt to discover the underlying source code or algorithms of the Platform (unless enforcement is prohibited by applicable law and then, only to the extent specifically permitted by applicable law, and then only upon providing us with reasonable advance written notice and opportunity to respond);

3.5. For the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the Platform, shall not engage in competitive analysis, benchmarking, use, evaluation or viewing of the Platform or documentation or create any derivatives based upon the Platform, whether for your internal use or for license or for resale;

3.6. Unless expressly permitted by Parkmobile in writing, shall not employ any Parkmobile competitor to use the Platform on your behalf, view the Platform or Data, or provide management, staging, support, hosting, or similar services with regard to the Platform or the Data; and

3.7. Shall not permit any party, whether acting directly or on behalf of Client, to breach or violate any of these License Restrictions.

4. **HELP AND SUPPORT.** We agree to use commercially reasonable efforts to assist you with any technical support that you may reasonably require in relation to using the Services. In furtherance of the foregoing, we agree to provide you with preventative maintenance, corrective maintenance, adaptive maintenance. You may request technical support by contacting your account manager or by sending an email to: helpdesk@parkmobileglobal.com.

5. **NEW VERSIONS OF THE PLATFORM.**

5.1. Provided that you are not in breach of these Terms, you will receive all modifications, improvements, revisions, updates, enhancements, changes, new versions, or supplements to the Platform during the Term of these Terms.

5.2. Any and all such modifications, improvements, revisions, updates, enhancements, changes, new versions, and supplements shall be the exclusive Intellectual Property of Parkmobile, even if initiated by and paid for by you, and you shall not contest our ownership interest in such or assert any right, title, or interest thereto.

6. **RESERVATION OF RIGHTS.** All rights not expressly granted to you herein are reserved to Parkmobile. All Intellectual Property rights related to the Platform, the Services, or our business, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

7. **PUBLICITY.** All brochures and promotional materials to be distributed by you in connection with the Services shall either be provided by Parkmobile or shall be in a form mutually agreed upon by the parties. You authorize us to use social media, marketing, advertising, brochures, promotional materials, and signage in connection with the roll-out of the Platform.

8. **EXCLUSIVITY.** Parkmobile shall be the exclusive provider of any Parking Session software, service, or management tool that is similar in nature, substance, scope, or function as the Platform, Services, and Parking Management Services in connection with Parking Sessions at your Parking Locations, the provision of Anonymized Data and any other relevant parking data, and/or the provision of Anonymized Data and any other relevant parking data for Enforcement.

9. **TAXES.** No fees, payments, or amounts of any kind that are collected via the Platform and/or processed by us include Sales Tax and Sales Taxes are the sole responsibility of Client. We will not calculate, determine, deduct, or collect any Sales Tax applicable to the amounts paid by Users. You are solely responsible for determining, calculating, and paying any such Sales Taxes to the taxing authorities and for any and all incurred interest and penalties related to Sales Taxes. We will not provide any reimbursement, refund or credit of any kind for any such Sales Taxes, interest, or penalties paid by you.

10. **PAYMENT.** The payment of any fees which may be due to us from you are due not later than thirty (30) days after invoice. Late payment interest of the rate of 1.5% per month, or the highest lawful rate, whichever is less, may be assessed by us on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received. We may offset Fees against Parking Fees payable to you.

11. **EXPENSES.** As part of the Fees, we will only charge you for ordinary, necessary, and reasonable third party costs on direct cost basis.

12. **BILLING DISPUTES.** You shall be entitled to suspend payment of a portion of an invoice that is subject to a good faith dispute, but are not entitled to suspend payments of the undisputed portion of an invoice. Any dispute must be submitted to Parkmobile in writing, with an explanation of the reason for the dispute. In the event that any payment dispute is resolved in your favor, we will credit you on the immediately subsequent invoice issued to you.

13. **TERMINATION AND EFFECT.**

13.1. Any Service Agreement may be terminated early in the event of a material breach of an obligation of a Service Agreement provided that the non-breaching party provides

written notice of the breach and the breach remains uncured thirty (30) days after the breaching party receives such written notice of breach. The termination of any single Service Agreement does not result in the automatic termination of all Service Agreements.

13.2. Upon termination or expiration of the applicable Service Agreement, (i) you shall pay to Parkmobile any portion of the fees which may be due to us then accrued and properly payable under these Terms; (ii) you shall promptly return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Services hereunder; and (iii) you shall discontinue all use of the Platform, the Anonymized Data, all other parking data, and Parkmobile Intellectual Property. No termination of these Terms shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date, including without limitation any payment or indemnification obligation arising hereunder, whether or not notice of such claim has been given before such termination. Any right or obligation set forth in these Terms, which, by its meaning or context, is intended to survive the termination hereof shall so survive.

14. CONFIDENTIALITY.

14.1. Except as otherwise expressly set forth herein, Recipient shall not disclose any Discloser Confidential Information to any third party and shall not use any Discloser Confidential Information for any purpose other than the performance of obligations or exercise of rights under these Terms. Recipient shall protect the confidentiality of Discloser Confidential Information from disclosure to any third party to same degree that it protects its own Confidential Information, but to no lesser extent than the standards in the industry.

14.2. On a “need-to-know” basis only, Recipient may disclose Discloser Confidential Information to its Representatives and Affiliates (including their Representatives) who are directly involved in the performance of these Terms and are obligated to honor the Confidentiality Obligations. Recipient shall be responsible for any breach of the Confidentiality Obligations by its Affiliates and any Representatives. Recipient shall not disclose, without the prior written consent of Discloser, any Discloser Confidential Information that it has learned either during the Term of these Terms or in discussions and proposals leading up to these Terms. Recipient shall not use the Confidential Information of a disclosing party for any purpose other than that for which it was disclosed.

14.3. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by Discloser; (ii) becomes publicly known and made generally available after by Discloser’s disclosure to Recipient through no action or inaction of Recipient; (iii) is already in the possession of Recipient, without any confidentiality restrictions, at the time of disclosure by Discloser as shown by documents and other competent evidence in Recipient’s possession immediately prior to the time of such disclosure; (iv) is obtained by Recipient from a third party without a breach of such third party’s

obligations of confidentiality; or (v) is independently developed by Recipient without use of or reference to Discloser's Confidential Information, as shown by documents and other competent evidence. Moreover, it shall not be a breach of this Agreement for Recipient to disclose to a court or other governmental body Discloser's Confidential Information which Recipient is required by law to disclose to such entity, provided that Recipient shall give Discloser written notice of such requirement prior to disclosure so that Discloser may seek a protective order or other appropriate relief.

14.4. All Confidential Information of Discloser shall remain the property of Discloser. Upon any termination or expiration of these Terms, Recipient shall return to Discloser, Discloser's original version of all Confidential Information of Discloser in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to Discloser in writing that all such documents and things have been so provided and that all copies thereof have been destroyed subject to compliance with applicable Law.

14.5. Recipient agrees that irreparable damage would occur, and that monetary damages would be an insufficient remedy at law, in the event that any of the Confidentiality Obligations were breached and that Discloser shall be entitled to specific performance of the Confidentiality Obligations, in addition to any other remedy available at law or equity.

14.6. Recipient's obligation with respect to Discloser Confidential Information shall expire three (3) years after the termination or expiration of these Terms; provided, however, that Recipient's obligations with respect to the trade secrets of Discloser party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

15. PRIVACY. You agree to comply with all applicable privacy Laws. To the extent that you receive Personally Identifiable Information (**PII**) from us, you will store and protect such PII (not to use PII you receive from Parkmobile, if any, in any way prohibited by applicable Law including without limitation marketing goods or services to those individuals or others; (c); and (d) not to disclose to others PII to use industry standard measures to safeguard PII and any other private data).

16. OTHER OBLIGATIONS OF CLIENT. You are responsible for promptly providing complete, accurate, timely, and properly formatted initial and updated information, whether you do so by contacting us to make the updates or by utilizing self-administration tools that we may provide.

16.1. Following execution of a Service Agreement, you shall promptly provide us with your Selected Payment Methods and your ZAR and Parking Restrictions for each Parking Location. We will upload your Selected Payment Methods, ZAR, and Parking Restrictions for each Parking Location to the Platform as promptly as circumstances reasonably permit and we will notify you when such upload is complete. We will have no liability for any non-collection, underpayment, overpayment, shortfall, or any

Enforcement action taken or not taken by Enforcement Officers occurring prior to our notification to you that the upload of your Selected Payment Methods and your ZAR and Parking Restrictions to the Platform is complete. We will have no liability for any fees, costs, or assessments charged by the provider of any Selected Payment Method.

16.2. In the event that you make any change to your Selected Payment Methods, you are responsible for promptly providing us with a complete, accurate, timely, and properly formatted Parking Information Update. We will have no liability for any fees, costs, or assessments charged by the provider of any Selected Payment Method.

16.3. You are responsible for promptly providing us with a complete, accurate, timely, and properly formatted Parking Information Update each time that: (i) you change or update your parking zone and parking rate information at any Parking Location (ii) you change or update your variable Parking Rates, including without limitation any variabilities in the rates related to the day or days of the week, the time of day, length of Parking Session, etc., and (iii) you change or update your Parking Restrictions at any Parking Location including without limitation changes to spaces or zones designated as “no parking,” “emergency,” “tow-away,” “handicapped,” “reserved,” etc., time or day limitations, and/or vehicle size limitations. We will upload Parking Information Update for each Parking Location to the Platform as promptly as circumstances reasonably permit and we will notify you when such upload is complete. We will have no liability for any non-collection, underpayment, overpayment, shortfall, or any Enforcement actions taken or not taken by Enforcement Officers occurring prior to our notification to you that the upload of your Parking Information Update to the Platform is complete.

16.4. We will have no responsibility for any incomplete, inaccurate, or untimely initial information or Parking Information Update that you provide including without limitation, processing delays, collection delays, non-collection, underpayment, overpayment, or shortfall, any Enforcement actions taken or not taken by Enforcement Officers, or other costs or damages related to such incomplete, inaccurate, or untimely information.

16.5. You are responsible for all wrongful Enforcement actions taken or not taken by Enforcement Officers and/or taken or not taken as a result of information provided to you or your Enforcement Officers by any of your other contractors or service providers.

16.6. You shall promptly resolve with any User any and all requests for adjustments, credits, or refunds related to Parking Fees or Enforcement action taken by an Enforcement Officer.

16.7. You shall fully cooperate with us with respect to the resolution of any User issue related to Parking Fees or Enforcement action taken by an Enforcement Officer and understand and agree that a User may request our help in such matters.

16.8. You hereby appoint Parkmobile as your limited agent to accept and process payments in connection with the Services and acknowledge that receipt of payment

from Users in connection with the Services by Parkmobile shall be deemed the same as receipt by you.

17. OWNERSHIP OF INTELLECTUAL PROPERTY. You acknowledge and agree that Parkmobile or its licensors or providers are the owners of all right, title and interest in and to the Platform, User Data, all websites owned by Parkmobile, all work product or deliverables, our Intellectual Property, and all appurtenant patent, copyright, trademark, trade secret and other intellectual property rights associated with the foregoing. To the extent we provide any work product or deliverable to you for your direct use (e.g., material for inclusion on a Client-hosted website to direct Users to a Parkmobile Website or Reservation Demand Management System), you are hereby granted a limited, revocable, and personal right to use such work product or deliverable during the Term in accordance with any instructions we provide. The provision of any such work product or deliverable to you does not constitute a sale of such work product or deliverable to you. You shall not assign, sublicense, transfer, pledge, lease, rent, or share any rights under the foregoing license to any third party unless expressly permitted in writing by Parkmobile. You further agree that all work product or deliverable shall be treated as our Confidential Information. For the avoidance of doubt, any work product or deliverable that is created or used by Parkmobile as part of providing the Services (e.g., a landing page for Client hosted by Parkmobile) shall not be subject to the foregoing license.

18. HOSTING. We will host the Data and User Data on our servers and you will access and use the Data through the Portal. We host the Data and User Data in compliance with the security standards provided by the payment card industry (PCI-DSS) and we are PCI-DSS Level 1 compliant.

19. REPRESENTATIONS AND WARRANTIES. Each party hereby represents, warrants and covenants to the other party hereto as follows:

19.1. It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

19.2. The execution, delivery and performance of these Terms by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

19.3. It has the power and authority to execute and deliver these Terms and to perform its obligations hereunder; and

19.4. The execution or acknowledgement of the applicable Service Agreement and these Terms and performance do not and will not conflict with or result in a breach of any of the terms or provisions 4 of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

20. DISCLAIMER OF WARRANTIES. THE PLATFORM AND SERVICES ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND AND PARKMOBILE DISCLAIMS THAT THE FUNCTIONS CONTAINED IN THE PLATFORM AND SERVICES OR INTELLECTUAL PROPERTY WILL MEET CLIENT’S REQUIREMENTS OR OPERATE ERROR FREE. PARKMOBILE DOES NOT WARRANT OR COVENANT THAT ANY DEFECTS OR ERRORS ASSOCIATED WITH THE PLATFORM OR SERVICES WILL BE CORRECTED. EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THESE TERMS, THERE ARE NO OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED BY STATUTE, OPERATION OF LAW, TRADE USAGE, COURSE OF PERFORMANCE OR DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR A PARTICULAR USE, NON-INFRINGEMENT, TITLE, ACCURACY, QUALITY OF INFORMATION, QUIET ENJOYMENT OR COMPLETENESS; ALL SUCH WARRANTIES BEING SPECIFICALLY AND FULLY DISCLAIMED BY PARKMOBILE. PARKMOBILE FURTHER DISCLAIMS ANY LIABILITY FOR ANY THIRD PARTY CHARGES, INCLUDING, BUT NOT LIMITED TO, DATA USAGE, INTERNET SERVICE PROVIDER, OR TELECOM CHARGES FOR CLIENT’S USE OF THE PLATFORM OR SERVICES. OTHER WRITTEN OR ORAL REPRESENTATIONS OR AFFIRMATIONS OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS FROM PARKMOBILE OR ANY OTHER SOURCE REGARDING THE PERFORMANCE OR FEATURES OF THE PLATFORM OR SERVICES THAT ARE NOT CONTAINED IN THESE TERMS SHALL NOT IN ANY WAY BE BINDING ON PARKMOBILE, CREATE ANY OBLIGATION OR WARRANTY, AND ARE HEREBY EXPRESSLY DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE ELIMINATION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

21. INDEMNIFICATION.

21.1. You shall indemnify, defend and hold harmless Parkmobile, its Affiliates, their respective Representatives from any Claim that results from or arises out of third party claims for: (i) the material breach or inaccuracy of any of Client’s representations or warranties in these Terms; (ii) the material breach of any of Client’s covenants or agreements in these Terms; (iii) any breach of confidentiality; (iv) any data breach resulting in the potential loss or loss of PII, or (v) any violation of Law by Client in performing its obligations or exercising its rights in connection with these Terms

21.2. We shall indemnify, defend and hold harmless Client, its Affiliates, their Representatives from any Claim that results from or arises out of third party claims for: (i) any breach of confidentiality or (ii) any violation of Law by Parkmobile in performing its obligations or exercising its rights in connection with these Terms.

21.3. A party seeking indemnity hereunder must (i) promptly notify the party providing indemnity in writing of the indemnity claim; (ii) provide the party providing indemnity with the sole control of the defense and all related settlement negotiations; (iii) provide the party providing indemnity with the information, assistance and authority to enable the

party providing indemnity to perform its obligations under this Section. A failure by the party seeking indemnity hereunder to meet these mandatory conditions shall relieve the party providing indemnity of its indemnification obligations, but only to the extent that such failure prejudices the party providing indemnity.

22. LIMITATION OF LIABILITY. EXCEPT FOR INDEMNITY CLAIMS, BREACHES OF CONFIDENTIALITY OR THE CONFIDENTIALITY OBLIGATIONS, VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, OR CLAIMS FOR NONPAYMENT, (A) THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE IS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) EXCEPT FOR INDEMNITY CLAIMS, UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR TO BE PAID BY CLIENT FOR THE SERVICES IN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANYONE ACTING THROUGH SUCH OTHER PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

23. FORCE MAJEURE. Neither party shall be liable for failure or delay in performance of its obligations under these Terms to the extent such failure or delay is caused Force Majeure Event. If a party's performance under these Terms is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance; provided that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties' ability to perform under these Terms, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

24. INDEPENDENT CONTRACTORS. The parties are independent contractors under these Terms, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in these Terms or to enter into any contract, to incur any liability on behalf of the other party, to create any liabilities on behalf of the other party, or to make statements, warranties, or representations on behalf of the other party except with prior written consent of an authorized officer of such other party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any

right, power or authority with respect to the other party not expressly granted to the other party by such party.

25. ENTIRE AGREEMENT. These Terms and the applicable Service Agreement contain the complete and entire agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after these Terms. Our agreement to provide the Platform and Services to you is expressly conditioned upon the unequivocal application of all terms and conditions included in these Terms and the relevant Service Agreement and any additional or different terms or conditions proposed by you (whether by purchase order, counter-offer, acknowledgement, electronic data interchange, vendor enrollment, or otherwise) are hereby expressly objected to and will not be in any way binding upon us. The terms and conditions of these Terms shall take precedent over any Service Agreement executed or acknowledge by you.

26. AMENDMENT AND WAIVER. We may amend, update, modify, replace, or revise these Terms at any time by posting such on our website. All such amendments, updates, modifications, replacements, or revisions are effective immediately upon posting on our website. The parties hereto may not amend or modify the Service Agreement except as may be agreed upon by a written instrument executed by the parties hereto. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

27. SUCCESSORS AND ASSIGNS. These Terms and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, except that neither these Terms, the Service Agreement, nor any of the rights, interests or obligations hereunder and thereunder may be assigned or delegated by Client without the prior written consent of Parkmobile (which consent shall not be unreasonably withheld). Parkmobile may assign its rights, interests or obligations under these Terms and the Service Agreement without the consent of Client to (i) any Affiliate of Parkmobile, (ii) any lender to Parkmobile or its Affiliates as security for borrowings, or (iii) purchaser of majority interest in Parkmobile.

28. THIRD-PARTY BENEFICIARIES. The parties to these Terms do not intend these Terms to benefit or create any right or cause of action in or on behalf of any person or entity other than you and Parkmobile.

29. SEVERABILITY. Whenever possible, each provision of these Terms shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of these Terms is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Terms.

30. GOVERNING LAW.

30.1. You agree that these Terms and all disputes arising hereunder, related hereto, or related to your use of the Platform, the Anonymized Data, or the Services will be governed by and construed in accordance with the laws of the State of Georgia, USA, excluding its principles of conflicts of law and the private international law rules.

30.2. Except for claim for equitable relief, neither party may institute a suit regarding any dispute, whether directly or indirectly related or collateral to these Terms or the Use of the Platform without first complying with Section 31.

30.3. YOU AND PARKMOBILE (A) AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING AND (B) AGREE TO WAIVE TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

30.4. You agree that and consent to the exclusive jurisdiction and the venue for any litigation will be in the state or federal courts of Atlanta, Georgia.

30.5. If You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to these Terms, or related to your use of the Platform, the Anonymized Data, or the Services must be filed within the earlier to occur of (i) one year after such claim or cause of action arose or (ii) one year after the termination of these Terms or such claim or cause of action will forever be barred and therefore the statute of limitations is specifically and expressly limited to one year.

30.6. You and Parkmobile stipulate you may accept these Terms by electronic action and that such electronic action constitutes execution of the Terms and creates a binding agreement under the E-SIGN Act and/or applicable state laws or other federal laws. You further agree that the E-SIGN Act applies to render binding any other electronic action taken by you during your Use of the Platform or Portal. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY THESE TERMS AND YOUR AGREEMENT AND INTENT TO BE BOUND BY YOUR ELECTRONIC SUBMISSIONS AS THEY RELATE TO ALL TRANSACTIONS YOU ENTER INTO VIA THE PLATFORM OR PLATFORM, AND INCLUDE ANY AMENDMENT OR UPDATE OF THESE TERMS AND ANY NOTICES OF ANY KIND.

31. ARBITRATION. Should there be any ambiguity, contradiction or inconsistency in these Terms, or should any disagreement or dispute arise between the parties in connection with these Terms, the component representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, any controversy, dispute or claim arising out of, or in connection with, these Terms must be settled by final and binding arbitration to be held exclusively in Atlanta, Georgia in accordance with the Arbitration Rules. The procedures and law applicable during the arbitration of any controversy, dispute or claim shall be both the Arbitration Rules and the internal laws of the State of Georgia excluding, and

without regard to, it's or any other jurisdiction's rules concerning any conflict of laws. All fees and expenses relating to the work performed by the arbitrator(s) shall be shared equally between the parties. Nothing in this Section shall prevent a party from seeking injunctive relief from any the state or federal courts located in Atlanta, Georgia. The parties consent to the exclusive jurisdiction and venue of such courts with respect to any matter not within the arbitrator's jurisdiction. Any award of the arbitrator may be enforced in any court of competent jurisdiction.

32. NO STRICT CONSTRUCTION; HEADINGS. The language used in these Terms shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms.

33. DEFINITIONS.

33.1. "Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control with us, whether by ownership or otherwise.

33.2. "Anonymized Data" means anonymous, statistical, or aggregated information, on a de-identified basis (such as anonymous location information, enrollment numbers, demographic group information, etc.), in a form that does not enable the identification of a specific individual and specifically means data collected through the Platform. Without limitation, Anonymized Data excludes Payment Information and PII.

33.3. "API" means the Application Programming Interface which consists of the current developer's toolkit approved by Parkmobile for use in connection with the development of an interface to the Platform (and may include documentation, instructions, and/or sample code).

33.4. "App" means our mobile Parking Session management application for scheduling, starting, extending and completing Parking Sessions and making payment for all related charges and fees, including but not limited to on-street and off-street parking, parking permits, parking reservations, long term or short term parking, event parking, etc., and other applications that we may develop.

33.5. "Arbitration Rules" mean the Commercial Arbitration Rules, as amended and in effect from time to time, of the American Arbitration Association.

33.6. "Claims" mean claims and rights based on any act, event, or omission, and any and all manner of right, claim, complaint, demand, cause of action, proceeding, liability, damage, diminution in value, loss, obligation, cost, expense, and/or disbursement of any nature whatsoever, including reasonable attorneys' fees.

33.7. "Client" means the party executing the Service Agreement who is also: a public (like municipalities, governmental agencies, and universities) or private owner of any Parking Location(s); a Parking Location operator, manager, contractor, representative, agent, and/or vendor; a valet service provider; a sports team; a theater; an entertainment or

festival venue; an entity for whom we provide use of the Platform without attribution (“white labeled” or “skinned,” etc.); an entity for whom we provide Parking Management Services or software or tools for Parking Management Services; an event organizer, planner, or partner; any other entity to whom we provide our Platform as a contractor or service provider; or any other person or entity who uses the Platform in connection with Parking Locations or Parking Sessions. If the person accessing or using our Platform, acts on behalf of, or for the purposes of another person, including a business or other organization, “Client” also means that other person, including a business organization. “You” and “your” are sometimes used as a substitute for Client.

33.8. “Confidential Information” means all information and trade secrets relating to any of a party’s products and services, including, without limitation, pricing, software, business and financial information, marketing and promotion plans, any changes or improvements therein, including any cost savings measures, together with all other non-public confidential and/or proprietary information. Confidential Information also includes and software, service, or features roadmap. With respect to Parkmobile, Confidential Information specifically includes, without limitation, the Service Agreement and any non-public information contained in or related to the Platform, and/or the Services.

33.9. “Confidentiality Obligations” mean all of those terms, conditions, restrictions, prohibitions and obligations set forth in Section 14.

33.10. “Data” means Anonymized Data and other parking data, but excludes User Data.

33.11. “Discloser” means the party and its Representatives disclosing Confidential Information to Recipient.

33.12. “Enforcement” means the determination and enforcement of violations of Parking Restrictions, including fines, tickets, citations, and penalties; vehicle wheel booting, towing, or impounding; and other enforcement methods with respect to violations of Parking Restrictions.

33.13. “Enforcement Officers” mean any and all individuals, officials, entities, or contractors authorized by you to undertake the responsibility of Enforcement, including without limitation: traffic attendants; police officers; other officers; Client employees, representatives, or agents; or other public or private individuals or entities authorized by you.

33.14. “E-SIGN ACT” refers to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. ch. 96), as amended.

33.15. “Force Majeure Event” means an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party.

33.16. “Intellectual Property” means Marks, Materials, inventions, techniques, methods, works of authorship, know-how, publicity rights, trade secrets, proprietary rights, and all other intellectual property rights related thereto.

33.17. “IVR System” means our interactive voice response system.

33.18. “Law” means any and all laws, regulations, legal or regulatory processes, or government rules or regulations applicable to the parties including without limitation the provision, the terms, and use of the Services, the Platform, Confidential Information, Data and/or User Data.

33.19. “License” means a nonexclusive, nontransferable, limited, revocable license during the Term to use the Platform, Anonymized Data, and the Services in the conduct of Client’s own internal business operations in accordance with these Terms.

33.20. “License Restrictions” mean all of those terms, conditions, restrictions, and prohibitions set forth in these Terms, including without limitation Section 3.1 through and including Section 3.7.

33.21. “Marks” mean, whether registered or unregistered patents, trademarks, trade names, servicemarks, logos, company names, brand names, design marks, trade-dress, service or product names and descriptions, emblems, copyright notices; any pending applications for seeking registration or grant of rights; and any other intellectual property or proprietary notices.

33.22. “Materials” mean all information, images, and content displayed, presented, or controlled, or otherwise included in or on the Platform and Services, including but not limited to: Marks; images; photographs; text; software; pictures; graphics; video clips; audio clips; digital downloads; data; information, messages; any and all other information presented, displayed, or controlled by the Platform; other text, graphics, audio clips, video clips, digital downloads, photographs; data compilations together with the look and feel of the Platform and the User experience, including our color combinations; button shapes, sizes, icons, images, organization; and other graphical elements.

33.23. “Member” means a User who has been automatically enrolled in our basic membership level when registering with us for an account.

33.24. “Member Fees” are fees charged by us on a Transaction by Transaction basis to Members and are in addition to the Parking Fees for each such Transaction.

33.25. “ODSA” means an On Demand Services Agreement.

33.26. “On Demand” means on-street and off-street parking in real time and is further described in an ODSA.

33.27. “Parking Fees” mean parking fees as determined by the application of Parking Rates to the duration of the Parking Session and specifically excludes Member Fees and Preferred Member Fees.

33.28. “Parking Information Updates” mean changes and updates that Client makes to parking zones, Parking Rates, Parking Locations, Parking Restrictions, Selected Payment Methods, and other information necessary for the provision of Parking Management Services, in a format that is acceptable to us, and may take the form of an updated ZAR.

33.29. “Parking Location” means the location or locations of Client’s, on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where Users may park.

33.30. “Parking Management Services” mean: collecting payments of parking fees and/or other fees using the Platform in connection with Parking Sessions at your Parking Locations; managing other aspects of Parking Sessions at your Parking Locations as needed for, including without limitation, on- street and off-street parking, parking permits, parking reservations, long term or short term parking, and event parking; conducting, transacting, completing or managing and other matter related to Parking Sessions at your Parking Locations; and collecting and providing information related to Parking Sessions for Enforcement purposes at your Parking Locations.

33.31. “Parking Rates” mean the parking rates set by you, from time to time, for Parking Locations.

33.32. “Parking Restrictions” mean parking notices, signs, rules, or directions provided by relevant government authorities or you; or other authorized people or entities and include, without limitation, spaces or zones designated as “no parking,” “emergency,” “tow-away,” “handicapped,” “reserved” and the like, time or day limitations, and/or vehicle size limitations.

33.33. “Parking Session” means the period in which a User is parked at a Parking Location and is measured from when a User starts parking in a Parking Location and stops parking in a Parking Location, or the time paid for by a User expires.

33.34. “Parkmobile,” “us,” “we,” or “our” mean Parkmobile, LLC and its Affiliates.

33.35. “Payment Information” means information of any type necessary to process payments in connection with any Transaction.

33.36. “Permit” means the payment indication that allows a User to park in a particular area and may be in the form of a sticker, hangtag, decal, or other form of display that allows a User to park in a particular area or Parking Location.

33.37. “Payment Methods” mean the methods of payment that we accept and you authorize or accept for payment.

33.38. “PII” or “Personally Identifiable Information” means personally identifiable information as such is further defined by applicable Law.

33.39. “Platform” means our App; Services; Site; IVR System; our backend technologies, functions, servers, databases; parking management systems; and our other products, services, content, features, technologies, functions, applications, and related websites or other applications; and any future updates, changes, revisions or additions thereto, that are related to the management of Parking Sessions.

33.40. “Portal” means the secure internet site that allows you to use your unique credentials to log into the Platform via the API for the purpose of viewing the Data and compiling and receiving reports related to Parking Sessions.

33.41. “Preferred Member” means a Member who has enrolled in memberships levels offered by us that provide additional benefits beyond those afforded to Members.

33.42. “Preferred Member Fees” are fees that are charged by us to Preferred Members on a month by month basis and (i) are fees in addition to the Parking Fees for each such Transaction, (ii) are charged in addition to Member Fees, and (iii) may be collected by us via the Platform or by other means.

33.43. “PSA” means a Permit Services Agreement.

33.44. “Recipient” means the party and its Representatives receiving Confidential Information from Discloser.

33.45. “Representative” means, collectively, the directors, officers, employees, members, managers, agents, financial advisors, bankers, lenders, accountants, attorneys, professional or technical consultants of a party.

33.46. “Reservation” means a pre-booked parking space at a Parking Location.

33.47. “Required Payment Method” means any new or existing Payment Method that is required by you to be used by Users, either as the exclusive Payment Method or as another Payment Method.

33.48. “RSA” means a Reservation Services Agreement.

33.49. “Sales Tax” means any sales, use, excise or similar tax.

33.50. “Selected Payment Method” means any Payment Method or Required Payment Method that you agree to accept.

33.51. “Service Agreement” means our document entitled “Service Agreement” or other document bearing a similar title, or may refer to any similar document setting forth the applicable pricing, Service description, and additional terms and conditions which is executed or otherwise acknowledged by you in writing and, in any case, also includes all current and subsequent amendments, modifications or supplements thereto as such are implemented from time to time upon the written agreement of the parties. Service Agreements include, but are not limited to a RSA, PSA, or ODSA. All Service Agreement

incorporate fully these Terms (as amended from time to time) without limitation, restriction, or qualification.

33.52. “Services” mean the Parking Management Services and any other services reflected in these Terms, the Service Agreement, an SOW, or a written amendment, including without limitation set-up, maintenance, support, hosting, integration, and other services delivered by Parkmobile pursuant to the Service Agreement, an SOW, or written amendment executed by the parties.

33.53. “Site” means our website located at <http://us.parkmobile.com>.

33.54. “SOW” means a statement of work executed by the parties reflecting new or modified services to be performed, details related thereto, Fees to be paid, a timetable (if any), and related items.

33.55. “Term” means the initial period set forth in the Service Agreement which will automatically renew for consecutive periods of one year unless either party provides written notice at least sixty (60) days prior to the end of the one-year period then in effect.

33.56. “Terms” mean this document and the terms, conditions, obligations, and rights included herein, as updated, revised, or amended from time to time by us.

33.57. “Third Party Fees” mean any fees charged by a third party other than those charged by you or by us in connection with a Transaction.

33.58. “Transaction” is the instance where a Parking Session is started, extended, or completed by a User of a Parking Session and includes any payments made by Users using our Platform and the Selected Payment Methods.

33.59. “User” means the individual using our Platform other than Client.

33.60. “User Data” means all data collected from Users in the process of registering Users and in connection with their usage of the Platform.

33.61. “you” or “your” mean Client. If the person accessing or using our Platform, acts on behalf of, or for the purposes of another person, including a business or other organization, “you” or “your” also mean that other person, including a business or other organization.

33.62. “ZAR” means a document that you provide setting forth your parking zone and parking rate information at each Parking Location in a format that is acceptable to us.