

FIRST AMENDMENT

THIS FIRST AMENDATORY AGREEMENT is entered into as of the date indicated on the signature page, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("**City**"), Party of the First Part, and **FLASHPARKING, INC.**, a Delaware corporation authorized to do business in Colorado ("**FlashParking**" or "**Contractor**"), Party of the Second Part

WHEREAS, the City and Contractor entered a competitively procured Agreement (Contract number 202472266) (the "**Existing Agreement**"), to provide Parking Access Revenue Control Systems ("**PARCS**"), consisting of mechanical, electrical and electronic hardware and computer software for the parking system at Denver International Airport ("**DEN**"); and

WHEREAS, City desires to add additional parking products with additional terms and conditions not present in the Existing Agreement; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the parties hereto agree as follows:

1. **APPENDIX No. 1** in the Existing Agreement is hereby deleted and replaced with the attached **APPENDIX No. 1**.
2. **EXHIBIT C** is hereby amended by deleting the exhibit in the Existing Agreement and replacing it with the attached **EXHIBIT C**.
3. **EXHIBIT K** is hereby amended by adding the attached **Exhibit K-1** to the current **EXHIBIT K**.
4. All other terms, provisions and conditions of the Contract are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.
5. This First Amendment to the Contract shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.

[Signatures on Following Page]

Contract Control Number: PLANE-202683292-01/ LEGACY-202472266-01
Contractor Name: FLASHPARKING, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202683292-01/ LEGACY-202472266-01
FLASHPARKING, INC.

By: DocuSigned by:
Alan Poulton
F54E8C9AE71E42E... _____

Name: Alan Poulton
(please print)

Title: Chief Commercial Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT C

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
GOODS AND SERVICES AGREEMENT**

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

- ACORD Form (or equivalent) certificate is required.
- Commercial Operator must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Commercial Operator” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened

Pollution Endorsement and an MCS 90 endorsement on its policy.

- d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
- Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Property Insurance
- Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. Cyber Insurance
- Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
6. Technology Errors and Omissions
- Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
- a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
7. Unmanned Aerial Vehicle (UAV) Liability:
- If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).

- c. Drone equipment must be properly registered with the FAA.
- d. Drone operator(s) must be properly licensed by the FAA.
- e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

8. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Commercial Operator's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Commercial Operator's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Commercial Operator will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Commercial Operator shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Commercial Operator shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Commercial Operator will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Commercial Operator cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Commercial Operator.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Commercial Operator procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Commercial Operator signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Commercial Operator's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Commercial Operator is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Commercial Operator shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Commercial Operator's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as “DEN”) has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subCommercial Operators of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Commercial Operator is NOT included under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Commercial Operator’s information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for Commercial Operators. DEN will provide Commercial Operator notice of changes regarding a ROCIP program as applicable to Commercial Operator’s work or responsibilities under the ROCIP Safety Manual.

EXHIBIT K-1

Digital Products

This Exhibit (the “Exhibit”) supplements that certain Agreement (the “Agreement” 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 City and County of Denver, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (“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 platform, including but not limited to ParkWhiz and BestParking applications and websites (the “ParkWhiz Sites”) and in partnership with third-party demand networks including but not limited to ParkMobile (the “Thirty Party Sites”, and together with the ParkWhiz Sites, the “Sites”).

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 or their other credentials provided by the applicable motorist 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 With respect to Reservation Services, the 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, 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 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 access to and use of the Customer Console shall be governed by this Exhibit. 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 Seller 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 Seller 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 their 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 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 Exhibit 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 connect with Company's obligations under this section.

2.2 Customer hereby grant 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

2.3 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.

3 Prices and Proceeds

3.1 For purposes of this Exhibit, the definitions set forth below in the Digital Products Pricing Addendum shall apply.

3.2 Flash will remit accumulated Customer Proceeds, if applicable, to Customer through the Customer Console on a daily basis via electronic (ACH) deposits. Payments shall be made no later than the next business day following the date the proceeds are received. 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; or (c) 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 fees, 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.

3.3 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, if applicable. 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.

DIGITAL PRODUCTS PRICING ADDENDUM

Digital Ticket Checkout

| | |
|------------------------------|--|
| Base Price | The price (including applicable sales tax(s)) set by Customer to park at Customer's facility. |
| Gross Sale Price | The amount displayed to and paid by the motorist, equal to the Base Price minus any applicable coupons, validations or discounts, plus the FlashParking Transaction Fee. |
| FlashParking Transaction Fee | Additional charge to motorists which FlashParking collects and retains, which shall equal 5% of the total parking amount. |
| Customer Proceeds | Gross Sale Price minus the FlashParking Transaction Fee. |

Express Pay

| | |
|------------------------------|---|
| Base Price | The price (including applicable sales tax(s)) set by Customer to park at Customer's facility. |
| Gross Sale Price | The amount displayed to and paid by the motorist, equal to the Base Price minus any applicable coupons, validations or discounts plus the FlashParking Transaction Fee. |
| FlashParking Transaction Fee | Additional charge to motorists which FlashParking collects and retains, which shall equal 5% of the total parking amount. |
| Customer Proceeds | Gross Sale Price minus the FlashParking Transaction Fee. |

Reservations

Pricing to be provided in the event Customer chooses to activate.

Scan To Pay

Pricing to be provided in the event Customer chooses to activate.