

**CITY OF LAKE WORTH BEACH STANDARD ADDENDUM  
(ParkMobile Service Agreement)**

This Addendum is made as of \_\_\_\_\_, by and between the **City of Lake Beach**, located at 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida Municipal Corporation (“City”) and **ParkMobile, LLC**, a Delaware limited liability company authorized to do business in the State of Florida, located at 1075 Peachtree St. NE, Ste 3100, Atlanta, GA 30309 (“Vendor”).

In consideration of the mutual promises contained in this Addendum and contained within the Omnia Partners contract with Vendor for Parking Meters, Software, Systems and Related Products and Services under RFP #24-S835, the Terms and Conditions of the City’s Purchase Order, and Vendor Service Agreement with included Schedules which, with the exception of the Purchase Order Terms and Conditions, are attached hereto as **Exhibit “A”** (with this Addendum, the listed documents are jointly referred to as the “Contract Documents”), the City and Vendor agree as follows:

**SECTION 1 –PAYMENTS**

1.1 Payments shall be made within thirty (30) days of receipt of proper invoice or be subject to interest at the rate of 1% per month from thirty (30) days after the due date, in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes.

1.2 The City shall not be responsible for payment of the Vendor’s attorneys’ fees and costs for collection of late payments or interest.

**SECTION 2 - INDEMNIFICATION**

2.1 Without waiving any rights to sovereign immunity, and subject to the limitations of and to the extent permitted by Section 768.28, Florida Statutes, as amended from time to time, City agrees to be responsible for its negligent acts or omissions arising out of or related to the Contract Documents. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time, which the parties agree apply regardless of whether a claim is made under tort or contract. The City shall not be required to indemnify Vendor under the Contract Documents.

**SECTION 3 - CONTROLLING LAW; VENUE; REMEDIES; ENFORCEMENT COSTS;  
JURY TRIAL WAIVER**

3.1 The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. Disputes related to or arising out of the Contract Documents shall not be subject to binding or non-binding arbitration.

3.2 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney’s fees. Each party also agrees to waive any and all rights to a trial

by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents.

#### **SECTION 4 - AUTHORITY TO PRACTICE**

4.1 Vendor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the City upon request.

4.2 Vendor shall at all times remain registered and authorized to do business in the State of Florida during the term of the Contract Documents.

#### **SECTION 5 - SEVERABILITY**

5.1 If any term or provision of the Contract Documents, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Contract Documents, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract Documents shall be deemed valid and enforceable to the extent permitted by law.

#### **SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES**

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted Vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. The City and Vendor agree that the City may immediately terminate the Contract Documents at its sole option if Vendor or any of its subcontractors are found to have submitted a false certification; or if Vendor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of the Contract Documents.

6.3 Vendor is under a continuing obligation to update the City to any change in these certifications during the term of the Contract Documents.

#### **SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT**

7.1 The City and Vendor agree that this Addendum and the other Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, or otherwise altered by Vendor, except by written instrument executed by both parties hereto.

## **SECTION 8 - WAIVER**

8.1 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

## **SECTION 9 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

9.1 The contract between the parties consists of this Addendum and the remaining Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

## **SECTION 10 – TAXES AND BRAND FEATURES**

10.1 The City is exempt from payment of Florida State Sales and Use Tax. Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the City, nor is Vendor authorized to use the City's Tax Exemption Number in securing such materials. Vendor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to the Contract Documents.

10.2 The Vendor shall not use the City's Brand Features, including in any brochures or promotional materials, without the prior written consent from the City on a case-by-case basis. The City's consent will not be unreasonably withheld or delayed.

## **SECTION 11 - PALM BEACH COUNTY IG**

11.1 Vendor acknowledges the Palm Beach County Inspector General may have authority to investigate or audit this Addendum and the Contract Documents.

## **SECTION 12 - INDEPENDENT CONTRACTOR**

12.1 Vendor is, and shall be, in the performance of all services under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the services performed pursuant to the Contract Documents shall at all times, and in all places, be an employee of Vendor and shall have no claim under the Contract Documents for compensation of any kind from the City under the Contract Documents or otherwise. Vendor shall be solely responsible for any and all compensation or payment to all persons engaged in any services performed pursuant to the Contract Documents on behalf of Vendor including, but not limited to, all wages, benefits and payroll taxes.

## **SECTION 13 - CONFIDENTIALITY**

13.1 "Confidential Information" means the non-public information of either party, including but not limited to information relating to either party's product plans, customers, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know how that would reasonably be deemed to be trade secrets in accordance with Section 812.081, Florida Statutes and has been specifically identified in writing to the other party. Confidential Information does not include information that (a) is in, or enters, the public domain without breach of this

Agreement; (b) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; the receiving party knew prior to receiving such information from the disclosing party; or (c) the receiving party develops independently without reference to the Confidential Information. Each party agrees: that it will not disclose to any third party, for its use for its own benefit or the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted herein; and that it will take reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to contest such order or requirement; or (ii) to the parties agents, representatives, subcontractors or service providers who have a need to know such information provided that such party maintain the Confidential Information on a confidential basis. Each party acknowledges and agrees that a breach of the obligations of this Section by the other party may result in irreparable injury to the disclosing party for which there will be no adequate remedy at law, and the disclosing party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach by the recipient.

13.2 Notwithstanding the foregoing, Vendor acknowledges that City is a public entity subject to Chapter 119, Florida Statutes. If City receives a public records request for public records received from Vendor, including any records that may be or may contain Confidential Information, City shall promptly notify Vendor. The notice shall inform Vendor that it must promptly inform City, in writing, whether or not Vendor claims an exemption to the release of part or all of the requested public record. If Vendor claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If Vendor claims that an exemption applies to part of a requested public record, Vendor shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If Vendor promptly notifies City of a claim of exemption, City shall review the exemption claimed and decide whether to release the public records. If Vendor fails to promptly notify City that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and City shall release the record as requested.

13.3 Vendor will indemnify, defend, and hold City, City's elected officials, employees, agents, and attorneys and their successors (each an "Indemnatee") harmless of and from any claim brought or threatened against any Indemnatee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Confidential Information, each of which may be defended, settled or pursued by City with counsel of City's choice but at the expense of Vendor, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnatee or agreed upon by any Indemnatee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnatee by Vendor.

## SECTION 14 - PUBLIC RECORDS LAW

14.1 Public Records: To the extent legally required under the cited Public Records Act, Vendor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the City to perform the services.
- b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Documents following completion of the Contract Documents if the Vendor does not transfer the records to the City.
- d. Upon completion of the Contract Documents, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by the City to perform the service. If Vendor transfers all public records to the City upon completion of the Contract Documents, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract Documents, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF LAKE WORTH BEACH AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

## SECTION 15 - TIME

15.1 Time is of the essence for the performance of all work/services by Vendor under the Contract Documents.

## SECTION 16 - INFRINGEMENT INDEMNITY

16.1 Vendor will defend or settle at its expense a claim or suit brought by a third party against the City arising out of a claim asserting that the Subscription Services, in the form provided by Vendor under the Contract Documents and if used by City in accordance with the Contract Documents, infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret.

Vendor will indemnify and hold harmless the City against and from damages, costs, and reasonable attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Vendor is promptly notified in writing of such claim or suit, (ii) Vendor will have the sole control of the defense and settlement thereof, and (iii) City furnishes Vendor, on reasonable request, information available to City for such defense. The City will not admit any such claim without prior consent of Vendor.

- a. In the event of a claim of infringement, Vendor shall, at its option:
  1. procure for City the right to continue using the Services provided under the Contract Documents; or
  2. replace or modify the Services so that the same becomes non- infringing but substantially equivalent in functionality and performance.
  3. If neither of the above actions is reasonably feasible, Vendor will refund to City the fee actually paid by City under the Contract Documents (as amortized on a straight-line basis over the time in which the City was able to use the Services.
- b. Vendor will have no obligation under this section for infringement if and to the extent that such claim arises from:
  1. modification of the Services other than by Vendor or by its recommendation; or
  2. combination of the Services with products other than those supplied by Vendor;
  3. the alleged infringement or misappropriation relates to such modification or combination; and/or
  4. the specifications or written direction of the City directs Vendor to construct, fabricate or otherwise provide the infringing Services, with Vendor's products, services, or work product.
- c. Vendor will also not have any indemnification obligation with respect to a claim: (i) if it has provided City with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out use of the Services not in accordance with the Contract Documents.
- d. Vendor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon Vendor whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

## **SECTION 17 - TERMINATION**

17.1 Vendor acknowledges and agrees that the City is a municipal corporation and political subdivision of the State of Florida, and as such, the Contract Documents are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated therewith in any fiscal year of the City. Based upon the timeframes set forth in the Contract Documents, the City agrees that it has the funding available for the current fiscal year (FY 2023-2024) and agrees to propose in each applicable fiscal year budget thereafter an amount to cover the City's payment obligations as stated in the Contract Documents; however, the City's future funding obligations as stated

herein are all subject to the City's annual budgeting and appropriation process. Vendor understands and agrees that the City's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the City nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under the Contract Documents. In the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's payment obligations in the Contract Documents in any fiscal year after the current fiscal year, then the City will notify Vendor of such occurrence and either the City or Vendor may terminate the Contract Documents by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Vendor for all services performed under the Contract Documents through the date of termination.

17.2 Either party may terminate the Contract Documents upon thirty (30) days prior written notice to the other party. Termination of the Contract Documents shall be without penalty or expense to the terminating party; however, City shall pay Vendor for all services performed under the Contract Documents through the date of termination.

#### **SECTION 18 - DISPUTE RESOLUTION**

18.1 The City shall not be required to enter into arbitration under the Contract Documents.

#### **SECTION 19 - NO CONSEQUENTIAL DAMAGES**

19.1 no event shall City be liable to Vendor for any incidental, special, indirect, consequential, or punitive damages arising out of or related to the Contract Documents, whether such alleged damages are labeled in tort, contract, or otherwise, and even if Vendor has been advised of the possibility of such damages.

#### **SECTION 20 - E-VERIFY**

20.1 Pursuant to Section 448.095(5), Florida Statutes, Vendor shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- c. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to City upon Request;
- d. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- e. Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida

Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

**SECTION 21 - INSURANCE**

21.1 In addition to the insurance provisions stated elsewhere in the Contract Documents, the provisions of this Section shall apply. Prior to commencing any services, Vendor shall provide a certificate of insurance as proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than A-: VII or better by A.M. Best or as mutually agreed upon by the City and Vendor. Upon receipt of notice from its insurers, Vendor shall use commercially reasonable efforts to provide City with thirty (30) day's prior written notice of cancellation of any required coverage.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Telecommunications, Media & Technology Errors and Omissions Including Network Security and Privacy Liability	\$1,000,000 per claim and aggregate
Commercial general liability (Products/completed operations, insurance broad form property, personal injury)	\$1,000,000 per occurrence
Worker's Compensation Automobile Liability Insurance	\$2,000,000 annual aggregate
	\$ statutory limits
	\$1,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles

21.2 In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. City shall be included as an additional insured as their interest may appear under this agreement on the commercial general liability and commercial automobile liability insurance coverage.

21.3 Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary and non-contributory. All policies provided by Vendor shall include a waiver of subrogation.

21.4 Vendor shall require all contractors and subcontractors to obtain and maintain substantially the same insurance as required of Vendor with limits commensurate with the work or service to be

provided including the City as an additional insured as their interest may appear.

**SECTION 22 – ANTI-HUMAN TRAFFICKING**

22.1 By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the Vendor attests and warrants that the Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

**SECTION 23 - AMENDMENT**

23.1 The Contract Documents may be amended only by mutual written agreement of the parties.

**SECTION 24 - EXECUTION AND EFFECTIVENESS**

24.1 The Contract Documents may be executed digitally or electronically by the parties and such execution will serve as and have the same effect as an original signature.

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IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

CITY OF LAKE WORTH BEACH

ATTEST:

By: \_\_\_\_\_  
Melissa Anne Coyne, MMC, City Clerk

By: \_\_\_\_\_  
Betty Resch Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED FOR FINANCIAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **PARKMOBILE, LLC**

By: \_\_\_\_\_  
Authorized Representative

[Corporate Seal]

STATE OF Georgia )  
COUNTY OF Cobb )

THE FOREGOING instrument was acknowledged before me by means of  **physical presence** or  **online notarization** on this 16 day of Dec 2025, by Cameron Clayton as the CEO [title] of **ParkMobile, LLC** a Delaware Limited Liability Company authorized to do business in the State of Florida, who is  **personally known to me** or  **who has produced Drivers License** as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **ParkMobile, LLC**, to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:



**EXHIBIT "A"**

Omnia Partners contract with Vendor for Parking Meters, Software, Systems and Related Products and Services under RFP #24-S835 and Vendor Service Agreement with included Schedules (10 pages total)



This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1075 Peachtree St. NE, Ste 3100, Atlanta, GA 30309 ("ParkMobile") and City of Lake Worth Beach, a municipal corporation of the State of Florida, with offices at 7 North Dixie Hwy, Lake Worth Beach, Florida 33460, United States ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS			
Client		ParkMobile	
<b>Legal Name:</b>	City of Lake Worth Beach	<b>Legal Name:</b>	ParkMobile, LLC
<b>Contact:</b>	Carlos Bastos	<b>Sales Rep:</b>	
<b>Email:</b>	<a href="mailto:cbastos@lakeworthbeachfl.gov">cbastos@lakeworthbeachfl.gov</a> <a href="mailto:purchasing1@lakeworthbeachfl.gov">purchasing1@lakeworthbeachfl.gov</a> <a href="mailto:tmckay@lakeworthbeachfl.gov">tmckay@lakeworthbeachfl.gov</a>	<b>Email:</b>	<a href="mailto:john.blanton@arrive.com">john.blanton@arrive.com</a>
<b>Phone:</b>	561-493-2527	<b>Phone:</b>	(877) 727-5457
<b>Address:</b>	7 North Dixie Hwy, Lake Worth Beach, Florida 33460, United States	<b>Address:</b>	ParkMobile, LLC 1075 Peachtree St. NE Ste 3100 Atlanta, GA 30309
<b>For legal notices:</b>	with a copy to Client's Legal Department at the above address.	<b>For legal notices:</b>	with a copy to ParkMobile's Legal Department at the above address and to <a href="mailto:legal@parkmobile.io">legal@parkmobile.io</a> .

SERVICE TERMS	
<b>Services</b>	ParkMobile will provide Client with the Services related to the following types of parking transactions: <b>On Demand</b>
<b>Initial Term</b>	3 years beginning on the Effective Date
<b>Renewal</b>	This Agreement will automatically renew for additional successive 2 years terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least before the end of the then-current term (each a " <u>Renewal Term</u> " and, collectively, together with the Initial Term, the " <u>Term</u> ").
<b>Termination</b>	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
<b>Merchant of Record</b>	The Parties designate Client as the Merchant of Record. Client is responsible for the payment of payment processing and related fees. ParkMobile will pass real-time authorized debit/credit card transactions to Client via a gateway solution. Client agrees to pay ParkMobile \$0.05 per



	transaction for this service. ParkMobile will issue invoices to Client on a monthly basis for all fees due to ParkMobile under this Agreement. Client shall pay each invoice within thirty (30) days of the invoice date. Client shall make all payments hereunder in US dollars to the address or account specified on the applicable invoice.
<b>Parking Locations</b>	The Services will be provided to Client in the following locations / geographical territory: <b>City of Lake Worth Beach</b>
<b>Signage</b>	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
<b>Governing Law</b>	State of Georgia
<b>Schedules</b>	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services; Schedule 3: Client Electronic Funds Authorization Form

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$0.00	\$0.00
Custom Development	0	\$0.00/hr	\$0.00
<b>Total Implementation Fees:</b>			<b>\$0.00</b>

ADDITIONAL FEES	

USER FEES		
On Demand User Fee	\$0.40	per transaction

The parties have executed this Agreement as of the Effective Date.

**CITY OF LAKE WORTH BEACH**

**PARKMOBILE, LLC**

By: \_\_\_\_\_  
 Name:  
 Title:  
 Date:

By: *[Signature]*  
 Name: Cameron Clayton  
 Title: CFO  
 Date: 12/16/25

**SCHEDULE 1:  
CLIENT GENERAL TERMS & CONDITIONS****1. SERVICES**

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 Exclusivity.** Reserved.
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

**2. ACCESS & USE OF PLATFORM**

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.

- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise cancel Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or

(v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

### 3. CLIENT RESPONSIBILITIES

**3.1 Use of Platform Account.** Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

**3.2. Parking Information.** Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

**3.3. Effect of Client Failure or Delay.** ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

### 4. SERVICE AND SUPPORT

**4.1. Scheduled Maintenance.** ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

**4.2 Client Support.** ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to [support@parkmobile.io](mailto:support@parkmobile.io). For issues relating to Reservation Parking Services, Client may submit a support request via email to [prs@parkmobile.io](mailto:prs@parkmobile.io). ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to [applicationsupport@parkmobile.io](mailto:applicationsupport@parkmobile.io).

**4.3 End-User Support.** ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days

a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

### 5. CONFIDENTIAL INFORMATION

**5.1 General.** Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("**Representatives**") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

**5.2 Personal Data.** In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

### 6. INTELLECTUAL PROPERTY OWNERSHIP

**6.1 Client Data.** Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

**6.2 Client Brand Features.** Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

**6.3 ParkMobile IP.** Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

**6.4 ParkMobile Brand Features.** ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

**6.5. ParkMobile User Data.** ParkMobile User Data remains the sole and exclusive property of ParkMobile. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

- 6.6 Resultant Data.** Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.
- 6.7 Reservation of Rights.** ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.
- 7. FEES AND PAYMENT**
- 7.1 Fees.** Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.
- 7.2 Payment Terms.** Client is responsible for the payment of payment processing and related fees. ParkMobile will pass real-time authorized debit/credit card transactions to Client via a gateway solution. Client agrees to pay ParkMobile \$0.05 per transaction for this service. ParkMobile will issue invoices to Client on a monthly basis for all fees due to ParkMobile under this Agreement. Client shall pay each invoice within thirty (30) days of the invoice date. Client shall make all payments hereunder in US dollars to the address or account specified on the applicable invoice.
- 7.3 Taxes.** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.
- 7.4 Late Payment.** If Client fails to make any payment when due then, in addition to all other remedies that may be available: (a) ParkMobile may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Client shall reimburse ParkMobile for all costs incurred by ParkMobile in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for thirty (30) days following written notice thereof, ParkMobile may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other person by reason of such suspension.
- 7.5 No Deductions or Setoffs.** All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).
- 7.6 Fee Increases.** ParkMobile may increase fees upon sixty (60) days' written notice to Client. Notice may be via email.
- 7.7 Limited Payment Agent.** Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.
- 8. REPRESENTATIONS AND WARRANTIES**
- 8.1 Mutual.** Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- 8.2 ParkMobile.** ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.
- 8.3 Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.
- 9. INDEMNIFICATION**
- 9.1 Mutual.** Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.
- 9.2 ParkMobile.** ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third

party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.

- 9.3 Client.** Client will indemnify, defend, and hold harmless ParkMobile from and against any and all Losses incurred by ParkMobile resulting from any Third-Party Claim arising out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.
- 9.4 Mitigation.** If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.
- 9.5 Sole Remedy.** THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- 10. LIMITATION OF REMEDIES AND DAMAGES**
- 10.1 Exclusion of Damages.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 10.2 Cap on Monetary Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE

COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 10.3 Exceptions.** The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

## **11. ADDITIONAL TERMS**

- 11.1 Omnia.** ParkMobile is an awarded vendor with Omnia ("Omnia") to provide integrated parking management systems to public agencies at established rates as set forth in Omnia Contract No. 158974 ("Omnia Contract"). Client's procurement code authorizes the use of other contracts, including the Omnia Contract, as an acceptable method of procurement of competitively bid prices. Except as supplemented by the terms of this Agreement, all terms and provisions of the Omnia Contract remain unchanged and in full force and effect.

## **12. GENERAL TERMS**

- 12.1 Assignment.** Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.
- 12.2 Severability.** If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.
- 12.3 Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 12.4 Notices.** Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage

prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to [legal-notices@parkmobile.io](mailto:legal-notices@parkmobile.io).

- 12.5 Governing Law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Georgia, United States of America (including its statutes of limitations).
- 12.6 Amendment; Waivers.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.
- 12.7 Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 12.8 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.9 Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 12.10 Independent Contractors.** The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 12.11 Export Control.** Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use

any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

**12.12 Interpretation.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**12.13 Counterparts.** The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

### 13. DEFINITIONS

**"Access Credentials"** means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

**"Authorized User"** means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

**"Brand Features"** means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

**"Client Data"** means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

**"Confidential Information"** means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

**"Documentation"** means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

**"IP Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**"Parking Information"** means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"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 ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

**SCHEDULE 2: SERVICES  
ON-DEMAND PARKING SERVICES**

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.

