

EQUIPMENT PURCHASE AND SERVICES AGREEMENT

This Equipment Purchase and Services Agreement (this “*Agreement*”) is entered into as of December 5, 2024 (the “*Effective Date*”), by and between FlashParking, Inc., a Delaware corporation, whose principal place of business is 2500 Bee Caves Road, Building III, Suite 400, Austin TX 78746 (“*FlashParking*”) and Nampa Development Corporation (“*Customer*”). This Agreement sets forth the terms and conditions governing Customer’s acquisition of parking management systems and services from FlashParking. Each of Customer and FlashParking may be referred to as a “*Party*”, and together as the “*Parties*.”

1. DEFINITIONS. Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement but not defined in this Section are defined elsewhere within the Agreement.

(a) “*Affiliate*” means an entity that controls, is controlled by, or is under common control with a Party to this Agreement. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of an entity: (i) through ownership of fifty percent (50%) or more of the voting or equity securities of such entity; or (ii) pursuant to a contractual agreement with other shareholders or members. Customer’s rights in this Agreement related to an Affiliate shall continue only for so long as such Affiliation continues to exist.

(b) “*Authorized Users*” means those employees and contractors of Customer who are authorized to use the System by FlashParking, for whom Customer has paid the applicable fees, and who have agreed to the Terms of Use.

(c) “*Confidential Information*” means any non-public information disclosed by one Party to the other Party in connection with this Agreement (including the terms of this Agreement, and any business, technical, marketing, financial, supplier, and personnel information).

(d) “*Equipment*” means any gate equipment, ticket dispensers, scanners, RFID readers and other equipment and accessories to be delivered to Customer as specified in Schedule A to this Agreement and any additional Schedules entered into by the Parties from time to time.

(e) “*Feedback*” means collectively, suggestions, ideas, feedback, reports, error identifications or other information related to the System or Services or Customer’s use and evaluation thereof.

(f) “*Improvements*” means error corrections, enhancements, extensions, modifications, and new releases to the Software. Improvements constitute Software and are licensed under the terms of this Agreement.

(g) “*Initial Order*” means the initial purchase commitment of Equipment and Services made by Customer through the execution of this Agreement and further detailed in Schedule A.

(h) “*Schedules*” means written documents which contain details regarding a Customer order, a description of the Systems or Services to be provided by FlashParking, applicable pricing, and/or other terms, as applicable. Initial Schedules entered into by the Parties are attached hereto. Additional Schedules entered into hereafter must be signed by both Parties to be effective and shall amend this Agreement.

(i) “*Services*” means, collectively, the Installation Services, Commissioning Services, Professional Services, and Subscription Services. FlashParking may subcontract a Service, or any part of

it, to subcontractors selected by FlashParking, who shall be required to comply with this Agreement and for whom FlashParking is responsible.

(i) **“Installation Services”** means those installation, electrical, cabling, and related services required to place the Systems in service at Customer’s sites in advance of Commissioning Services and are further described in Schedule A. Such services may be provided by FlashParking, the Customer, or a third party contractor to the Customer as set forth in such Schedule.

(ii) **“Commissioning Services”** means those final inspection, configuration, start-up, testing and enrollment services required to bring the System into full operation including confirming appropriate interface/communications with the FlashParking data center(s) as further described in Schedule A.

(iii) **“Professional Services”** means the consulting, administrative, and technical services provided by FlashParking to Customer as described in Schedules entered into from time to time by the Parties. There are no Professional Services provided hereunder unless expressly specified in a Professional Services Schedule.

(iv) **“Subscription Services”** refers to the hosted subscription parking services provided by FlashParking in connection with the ongoing operation of the Services either through its Flash Valet portal, FlashParking.com website, through any mobile application offered by FlashParking, or through any other means by which FlashParking chooses to deliver the parking services in the future.

(v) **“Payment Gateway Services”** means accepting payment for use of the System and Services by means of a credit card, debit card, prepaid card, gift card, loyalty card, discount card or other means of payment, including crediting or debiting such cards.

(j) **“Software”** means any software code contained within the Equipment or used by FlashParking in the delivery of any of the Services.

(k) **“Specifications”** means the functional, performance, operational, compatibility, and other parameters and characteristics of a System as described in any system manuals provided by FlashParking to Customer.

(l) **“System”** means any configuration of Equipment and Software ordered by Customer initially as specified in a Schedule hereto and any changes to such configuration as specified in additional Schedules to this Agreement entered into thereafter by Customer and FlashParking.

(m) **“Terms of Use”** means those terms and conditions which apply to Customer’s use of the System and Services, as posted on <https://www.flashparking.com/terms-of-use/> or linked through any mobile application used to access the Subscription Services, as such terms may be updated from time to time.

2. PROVISION OF SYSTEMS AND SERVICES; SCOPE OF USE.

2.1 Ordering Process. Customer’s Initial Order of Systems, Services, and scope of work is specified on Schedule A. During the Term, Customer may order additional Systems or Services from FlashParking with terms consistent with those set forth in this Agreement. All orders are subject to acceptance by FlashParking in its sole discretion.

2.2 Scope of Use. Customer, including its Affiliates, shall use the Systems and Services solely in the operation of its business. Customer agrees that all such use shall be in the manner described in the System Specifications in order to ensure conformance with any applicable warranties, regulations, or health/safety codes. Use of Subscription Services is governed by the Terms of Use. Customer agrees to accept all mandatory Software Improvements. Charges may apply for Improvements other than mandatory Improvements.

3. DELIVERY, INSTALLATION; COMMISSIONING; AND PROFESSIONAL SERVICES.

3.1 Delivery; Risk of Loss. FlashParking shall arrange, with Customer's full cooperation as requested by FlashParking and at Customer's cost, the delivery of Equipment to the Customer facility where it is to be installed. Upon delivery to the Customer-designated facility, the title to and the risk of loss for the Equipment shall pass to Customer and, thereafter, the risk of loss for the Equipment shall be borne by Customer.

3.2 Installation. The Parties shall cooperate to provide Installation Services of each System in a timely manner. In most cases, FlashParking shall provide the Installation Services as specified on Schedule A. If the Customer, or a third-party contractor to the Customer, provides the Installation Services: (a) FlashParking shall have no obligation respecting and shall bear no risk associated with, the Installation Services and (b) Customer warrants that the Installation Services will be and are consistent with FlashParking Specifications and all documentation, requirements, and procedures made available to Customer. In all cases, regardless of who provides the Installation Services, the cost of obtaining all required local electrical/site/construction licenses, permissions, and permits, necessary to allow the installation to lawfully proceed shall be passed along to the Customer.

3.3 Commissioning. After the completion of the Installation Services, FlashParking will provide Commissioning Services in accordance with its standard procedures to confirm the System operates in substantial conformance with the Specifications. Commissioning failures caused by FlashParking's installation or Equipment shall be rectified at FlashParking's cost. Failures caused by or substantially contributed to by Customer's installation (or by its selected contractor's installation) shall be rectified by FlashParking, at Customer's sole expense, billed to Customer at FlashParking's then-standard commercial time and materials rates for all such services, including travel and per diem expenses ("**T&M Rate**"), and shall be payable to FlashParking within fifteen (15) days of invoice.

3.4 Professional Services. Customer may request Professional Services; FlashParking will provide Customer with a statement of work describing the Services to be supplied. Each statement of work may also set forth, as applicable, objectives to be accomplished; assumptions upon which the statement of work is based; the responsibilities of the Parties; a description of any works of authorship (other than the Software) to be delivered to Customer ("**Work Product**"); a description of the completion criteria, if any ("**Completion Criteria**"); the technical and management resources required to complete the Services; an estimated schedule (including commencement date and duration of Services); pricing and payment terms to provide the Services; and other applicable information. If an estimated timeframe is included, each Party agrees to make reasonable efforts to carry out its responsibilities according to that timeframe. For purposes of clarity, in the absence of a statement of work expressly dealing with Professional Services, no Services provided by FlashParking shall be deemed Professional Services and to the extent that any Work Product is created or deemed to be created, such Work Product belongs solely and exclusively and for all purposes to FlashParking.

3.5 Acceptance of the Professional, Installation Services and Commissioning Services. If the statement of work contains Completion Criteria, Customer agrees to accept the Services performed under such statement of work if they meet the applicable Completion Criteria. Acceptance shall be deemed

to occur unless Customer notifies FlashParking in writing of any material non-conformities of the Services with the applicable Completion Criteria (if applicable, or with this Agreement otherwise) within ten (10) business days after FlashParking has provided such Services (or if there are separate discrete sub-components/deliverables of such Services, and FlashParking requests approval of such deliverables, within ten (10) business days after providing each such deliverable/subcomponent) to Customer (“**Acceptance Period**”). In such event, Customer must have a reasonable basis for its objection, and shall provide sufficient documentation to enable FlashParking to understand the reason such Services are non-conforming, including pertinent details. FlashParking shall use commercially reasonable efforts to correct such non-conformities and make such correction available to Customer for acceptance as provided above. Notwithstanding the foregoing, acceptance shall also be deemed to occur if the Services are put to productive use on behalf of or by Customer. For all other statements of work, acceptance shall be deemed to occur upon completion of the Services described in such statements of work.

3.6 Modifications to the Professional, Installation and Commissioning Services. Either Party may request changes to the Professional, Installation and/or Commissioning Services to be provided by FlashParking under a statement of work (a “**Change Order**”). Any such Change Order may affect the charges, estimated timeframe, or other terms. Once the Parties agree to a Change Order, FlashParking will prepare a written description of the agreed-upon change, including additional fees to be charged, which must be signed by both Parties before it is binding on the Parties. While the Parties are discussing a Change Order request, FlashParking shall continue to work in accordance with the existing statements of work.

3.7 Training. FlashParking shall provide initial training on the proper use of the System and Services to the Designated Representative (defined below) and to such other Customer representatives as may be agreed to by the Parties from time to time (additional training may incur a fee). FlashParking shall provide Customer with training materials and updates thereto for the System and the Services as FlashParking reasonably deems necessary and appropriate from time to time. Training may be provided at FlashParking’s location, on-site, electronically, telephonically, or through other mechanisms, as determined in its sole discretion by FlashParking.

3.8 Spare Equipment Parts; Discontinuance. FlashParking will use commercially reasonable efforts to stock spare Equipment parts and make them available for Customer’s purchase. FlashParking will provide Customer with current pricing information upon request. FlashParking may, from time to time, withdraw Equipment from availability.

4. SUBSCRIPTION SERVICES.

4.1 Use of Subscription Services. During such period as Customer is compliant with this Agreement, FlashParking will provide the Subscription Services for all (but not less than all) of the Systems installed in Customer facilities on a 24/7 basis via FlashParking’s Subscription data system. Use of Subscription Services is governed by the Terms of Use. In the event that Customer elects to stop receiving Subscription Services for a period of time, FlashParking has no obligation to provide such Services for future periods, and if such Services are provided, they may be on different terms.

4.2 Service Level Commitment; Force Majeure Events.

(a) Customer acknowledges and agrees that the Subscription Services may be unavailable from time to time for a number of reasons, including; (i) scheduled periodic maintenance procedures or repairs which FlashParking may undertake from time to time (“**Scheduled Maintenance**”), or (ii) causes beyond FlashParking’s reasonable control or which are not reasonably foreseeable by FlashParking (“**Force Majeure Events**”), including natural disasters and adverse weather events, acts of God, interruption or failure of telecommunication or digital transmission links, vandalism of Equipment, hostile network

attacks, network congestion, third party acts, accidents which impair any Equipment, acts of terrorism, war (declared or undeclared), non-performance by vendors, or other failures outside of FlashParking's reasonable control.

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

(c) Notwithstanding anything herein to the contrary, FlashParking shall take commercially reasonable measures, including failover, backup, and security measures that meet or exceed industry standards, to reduce, protect against, and mitigate the effects of Downtime, and FlashParking shall use commercially reasonable efforts not to perform Scheduled Maintenance during (a) Customer's normal business hours (for entities which have business hours up to 9 hours daily) or (b) Customer's peak business hours (for entities which have 24/7 operating hours or hours more extensive than those set forth above as standard hours), to the extent such hours or peak times have been communicated in advance in writing to FlashParking. Peak times stipulated by Customer may include peak weekend or holiday periods.

(d) **Force Majeure.** Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than 30 days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

5. PAYMENT PROCESSING AND RESERVATION SERVICES. FlashParking makes available Services to Customer as follows:

5.1 Payment Gateway Services.

(a) When specifically designated on an Initial Order as a service for resell and provided Customer is compliant with the terms of this Agreement, FlashParking shall provide Payment Gateway

Services in connection with Customer's use of FlashParking's System and Services. The fees for the Payment Gateway Services shall be as set forth on Schedule A.

(b) Customer agrees as follows: (i) it has made, and will continue to make, its own assessment of the suitability, adequacy, compatibility and appropriateness of the Payment Gateway Services for its purposes; (ii) it will comply with FlashParking's restrictions, instructions and documentation in relation to the use of the Payment Gateway Services, including those set out in this Agreement; (iii) it will ensure that only authorized persons use the Payment Gateway Services and that the Payment Gateway Services shall not be used for the processing of transactions of, or for the benefit of, any person other than FlashParking or Customer; (iv) it will obtain and maintain all equipment, software and services needed to enable it to receive and use the Payment Gateway Services; (v) it will ensure that sufficient information is given to FlashParking to enable FlashParking to comply with its obligations under this Agreement and that such information is timely, complete and accurate; and (vi) it acknowledges that any personal information concerning Customer or its personnel which is provided to FlashParking by or on behalf of Customer may be used by FlashParking for the purpose of providing the Payment Gateway Services and any other services to Customer; and disclosed by FlashParking to its affiliates and other services providers to enable FlashParking to provide the Payment Gateway Services and any other services to Customer;

(c) Customer acknowledges that FlashParking may resell the Payment Gateway Services of a third party and, in such case, FlashParking's ability to provide the Payment Gateway Services is dependent on the availability of such services through such third party. Accordingly, except as expressly set out in this Agreement, FlashParking disclaims and excludes all warranties, conditions, terms, representations or undertakings, whether express, implied, statutory or otherwise, including any condition or warranty of merchantability or fitness for a particular purpose. FlashParking does not warrant that the Payment Gateway Services will meet Customer's requirements or that the Payment Gateway Services will be uninterrupted or error free, or that all errors will be corrected. Customer acknowledges that an authorization obtained through the Payment Gateway Services only confirms the availability of the cardholder's credit at the time of the authorization. It does not warrant that the person presenting the card is the rightful cardholder, nor is it an unconditional promise, guarantee or representation by FlashParking that a transaction is or will be deemed valid and not subject to dispute, debit or chargeback.

5.2 Digital Ticket Check Out (DTC) Mobile Payment Processing.

(a) Your FlashParking system comes with DTC, a mobile payment processing system powered by Flash. For all transactions processed using DTC, FlashParking will produce an individual confirmation code to ensure that each transaction is unique, legitimate, and verifiable by Customer. Each DTC transaction will incur a Transaction Fee and a Credit Card processing fee, as noted in the table below.

(b) **Reporting and Remittance.** FlashParking will provide Customer with automated reporting and will remit Customer's Proceeds at reasonable requested intervals but in no case less than once per month.

(c) **Customer Data.** FlashParking 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 in a manner consistent with all applicable laws, rules, regulations, and self-regulatory guidelines. Customer agrees to comply with all laws and regulations regarding personally identifiable information relevant to its jurisdiction.

(d) **Signage.** Customer shall allow signage which Customer shall display at the facility to allow easy identification by parking customers. FlashParking will pay for the initial round of signage installations. Subsequent signage installations or replacements to sign due to damage, vandalism or mishandling will be paid by Customer or replaced at Customer's cost.

(e) **Definitions.** For purposes of this Section, the following definitions apply:

Base Price	The price set by Customer to park at Customer's facility, plus any applicable sales taxes.
Customer Convenience Fee	Additional charge to consumers, set by and retained by Customer.
Gross Sale Price	The amount displayed to and paid by the consumer, equal to the Base price plus any applicable Customer Convenience Fee and FlashParking Transaction Fee.
FlashParking Credit Card Processing Fee	Three percent (3%) of the Gross Sale Price.
FlashParking Transaction Fee	Fifty cents (\$0.50) provided, however, if the Customer Convenience Fee exceeds \$4.99, FlashParking Transaction Fee shall be \$1.00.
Customer Proceeds	Gross Sale Price minus the applicable FlashParking Credit Card Processing Fee and the FlashParking Transaction Fee.

5.3 Reservation Services

(a) Your FlashParking System includes the functionality to presell parking on ParkWhiz, BestParking and other Arrive partner sites (collectively "Arrive Sites"), which shall form part of the Services hereunder. FlashParking will list the number of parking spaces and corresponding reservation periods and parking rates specified by Customer in Customer's sole discretion on the Arrive Sites. Any pre-booking by an end-user customer ("Reservation Transaction) on the Arrive Sites will incur a Reservation Fee, as noted in the table below. You agree to make available a parking space for any Reservation Transaction.

(b) **Reporting and Remittance.** FlashParking will provide Customer access to all transaction history and balance information via the password-protected Seller Console section of www.parkwhiz.com. FlashParking will remit Seller's Proceeds at reasonable requested intervals but in no case less than once per month. The remittance will include a report detailing Base Price, the Reservation Fee and the Seller Proceeds for each Reservation Transaction.

(c) **Taxes.** Customer (as Seller) shall include any such applicable taxes in the Base Price set by Customer in the Seller Console. FlashParking shall be responsible for collecting such taxes and remitting them to Customer as part of the Seller Proceeds. Customer assumes sole responsibility for filing and paying all relevant state and local sales taxes to the appropriate taxing authority on transactions originated by the Arrive Sites and indemnifies FlashParking from and against any claims, costs and other liability incurred as a result of Customer's failure to comply with its obligations under this paragraph.

(d) **Customer Data.** FlashParking 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 in a manner consistent with all applicable laws, rules,

regulations, and self-regulatory guidelines. Customer agrees to comply with all laws and regulations regarding personally identifiable information relevant to its jurisdiction.

(e) **Seller Requirements.** Customer agrees to provide FlashParking with access to inventory information including, the Facility names, addresses, and images; Base Prices; and other text graphics and other content reasonably required by FlashParking to perform its obligations under this Agreement. Customer permits FlashParking to access, reproduce, and use any content related to the inventory contained on the Arrive Sites on a periodic and reasonable frequent basis.

(f) **Acceptance of Terms of Use.** By signing this Agreement, Customer agrees it has read and agrees to the Terms of Use as posted on [www. Parkwhiz.com](http://www.Parkwhiz.com) as they are currently or may be modified from time to time.

(g) **Definitions.** For purposes of this Section, the following definitions apply:

Base Price	The price set by Customer to park at Customer's facility, in Arrive's Seller console.
Reservation Fee	for hourly/daily parking: 15% of the Base Price + \$.99
Buyer Fee	Additional charge to consumers which FlashParking may collect for certain transactions, at its sole discretion, up to 5% of base price.
Gross Sale Price	The amount displayed to and paid by the consumer, equal to the Base price plus the Buyer Fee (when applicable)
Seller Proceeds	Gross Sale Price minus the Reservation Fee and Buyer Fee (when applicable)

6. ADDITIONAL CUSTOMER RESPONSIBILITIES.

6.1 Designated Representative. Customer shall provide FlashParking with the name and contact information of the individual whom Customer assigns to manage the Services and interface with FlashParking regarding FlashParking's provision of Subscription Services ("**Designated Representative**"). Customer shall notify FlashParking promptly with any changes to such Designated Representative. Each Designated Representative shall be knowledgeable regarding the Subscription Services and empowered to make decisions related thereto.

6.2 Additional Responsibilities of Customer. Customer agrees to provide FlashParking (including its agents and contractors) with all reasonable access to Customer facilities that is required for the efficient and timely installation of the Systems and provision of the Services, and with cooperation in all reasonable ways in respect to installation, commissioning, and the ongoing provision of Services. In addition, Customer agrees: (a) to arrange connectivity to the Systems and to complete the implementation and set-up process as specified by FlashParking at Customer's sole expense; (b) to obtain access to the Internet at Customer's sole expense; (c) that it is entirely responsible for maintaining the confidentiality of

any passwords and account information required for access to the Subscription Services, and for all acts that occur in connection with Customer's account; (d) to immediately notify FlashParking of any unauthorized use of Customer's account, breach of security, or loss or theft of user names or passwords; (e) that access to and use of the Subscription Services is limited to use by Authorized Users who have agreed to be bound by the Terms of Use and for which applicable fees have been paid; and (f) that such use does not include the right to resell or sublicense such Services. Customer further agrees to abide by all applicable laws and regulations, and not to use Subscription Services for any purpose that is unlawful, or that is not contemplated by or that is prohibited by this Agreement. Without limitation, Customer agrees that all of the following are prohibited: altering or modifying Services, and disassembling, decompiling, or reverse engineering (except to the extent it is unlawful in any jurisdiction to prohibit same) any Software provided or available in connection with the Subscription Services.

6.3 Access by Employees and Contractors. Customer acknowledges that online access to the Systems and use of the Subscription Services by Customer, and Customer employees and contractors, is governed by the Terms of Use and that only Authorized Users shall be eligible and entitled to access or use the Systems or Services.

7. PRICES AND PAYMENT TERMS

7.1 Prices. Customer agrees to pay FlashParking as follows:

(a) Initial Order. The pricing for Customer's initial Systems and Services order is set forth in Schedule A to this Agreement. Following the first twelve (12) months of the Term, FlashParking reserves the right to increase any recurring fees charged to Customer upon thirty (30) days written notice. For accounts that have been prepaid in advance, FlashParking reserves the right to increase any recurring fees following the applicable prepaid period upon thirty (30) days prior written notice.

(b) Subsequent Orders. For orders placed after the initial order, including for new Equipment, spare Equipment parts, other Services (including Professional Services), and Improvements, Customer shall pay FlashParking as set forth in the applicable Schedule, Agreement addenda, invoice, or statement of work.

7.2 Travel and Expenses. Customer agrees to reimburse FlashParking for all miscellaneous out-of-pocket expenses incurred by FlashParking in performing the Services as well as for reasonable travel expenses.

7.3 Payments. Customer shall pay FlashParking the fees and other amounts set forth on the applicable Schedule. All fees are due and payable in U.S. dollars. FlashParking shall issue an invoice to Customer in accordance with the applicable Schedule or statement of work, or if not addressed therein, on a monthly basis for monthly Services. Customer shall pay each correct and undisputed invoice within 15 days of the invoice date. In order to withhold disputed amounts, all of the following conditions must be met: (a) the dispute must have a reasonable basis; (b) the reason for the dispute must be set forth in writing to FlashParking within the aforesaid time frame with sufficient specificity to allow FlashParking to understand and attempt to remedy the issue; and (c) the undisputed portion of the invoice must be timely paid. The failure of FlashParking to provide an invoice does not relieve the Customer of its responsibility to pay for the Services provided. Once the dispute is resolved, if resolved in favor of FlashParking, the unpaid amount must be paid within fifteen (15) days and interest shall accrue from the time the invoice was originally due. Customer may pay invoices via wire transfer, check or ACH transfer. Monthly Subscription Services may also be paid by credit card. Notwithstanding the foregoing, FlashParking expressly reserves the right, in its sole discretion, to require a specific method of payment in the event Customer is delinquent in its payments due hereunder. If Customer's account becomes past due, in addition to other remedies available to FlashParking, FlashParking may refuse to provide any Systems not yet provided, may suspend

(without losing the right to terminate) any Services until Customer's account is current, may terminate this Agreement if the default is not timely cured, and/or may change the method and timing of payments (including accelerating all future amounts due from Customer under the applicable order). In addition, interest shall accrue at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is lower, from the original due date until paid. If Customer's account becomes more than 30 days past due, FlashParking may in addition to its other rights hereunder, file a mechanic's lien upon the Equipment or take collection/legal actions. Customer is liable for all attorney's fees, collection costs, and other costs associated with FlashParking's attempts to receive payment to which it is due.

7.4 Taxes. Amounts quoted by FlashParking do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. Where practicable, applicable taxes and fees shall be added to the invoice and Customer is responsible for all such amounts and shall pay them in full. Although FlashParking will endeavor to list applicable taxes and fees on the invoice, its failure to do so does not affect Customer's obligation to pay such taxes. If Customer is entitled to an exemption from any applicable taxes, Customer shall provide FlashParking with a valid exemption certificate. FlashParking will honor any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies on a going-forward basis starting fifteen (15) days after FlashParking's receipt of such valid exemption certificate.

8. WARRANTY; WARRANTY LIMITATIONS

8.1 Warranty.

(a) **Equipment.** FlashParking agrees to provide a basic two-year warranty (the "**Warranty Period**") on all Equipment and Equipment components for each System, running from the date of installation unless otherwise specified in Schedule A. Subject to the limitations set forth in Section 8.2 hereof, if the Equipment fails to perform as warranted, and Customer reports such failure to FlashParking in writing promptly following the appearance of such failure, FlashParking will provide replacement Equipment (or relevant component thereof) as soon as practicable at no additional cost to Customer during the Warranty Period and will assist the Customer remotely in replacing the defective Equipment (or component). Customer agrees to use commercially reasonable efforts to assist FlashParking in troubleshooting such failure remotely. If FlashParking is unsuccessful in resolving the issue remotely, FlashParking will dispatch a technician to remedy such failure at no cost to Customer. Any such repair and/or replacement parts will carry a warranty equal to the greater of (a) the remaining balance of the initial Warranty Period on the defective item or (b) ninety (90) days.

(b) **Other Services.** FlashParking warrants that it shall perform Installation and Professional Services in a workmanlike manner consistent with local industry standards. If FlashParking fails to do so, and Customer reports such failure to FlashParking within ten (10) days after the performance of such Services, FlashParking shall re-perform the non-conforming portion of the Services to meet such warranty.

(c) **Payment Card Industry ("PCI") Compliance.** FlashParking is PCI DSS compliant as a Level 1 Service Provider. FlashParking will continue to provide all Software updates needed to maintain PCI compliance throughout the term of the Agreement. If PCI regulations change and new Equipment is required to maintain PCI compliance, FlashParking will inform Customer in writing and provide, at Customer's expense, new PCI compliant Equipment. If FlashParking is no longer able to maintain PCI compliance, FlashParking will notify Customer in writing within ten (10) business days. Customer may request an attestation of compliance ("AOC") and responsibility matrix from FlashParking to verify and document FlashParking's PCI compliance as a Level 1 Service Provider.

8.2 Limitation. The warranties set forth above do not apply to: (a) Equipment which is not defective or which does not fail to perform; (b) failure of any Equipment that occurs outside of the Warranty Period; (c) any third party equipment or product that is not installed by FlashParking; (d) any malfunction/damage resulting from the use of the Systems in conjunction with accessories or other products or ancillary or peripheral equipment not provided or expressly authorized in writing by FlashParking; (e) any Equipment which is provided as a trial or demo or at no cost to Customer; (f) Equipment that has been subject to: (i) any modifications, tampering, alterations, repair, or servicing by any party other than FlashParking or FlashParking's authorized representatives; (ii) handling, storage, installation, testing, maintenance, or use not in accordance with the applicable Documentation; (iii) abuse, negligence, neglect, accidents, or misuse; (iv) cosmetic damage only; (v) normal wear and tear; (vi) any breakdowns, fluctuations, or interruptions in electric power or the telecommunications/internet provider network; or (vii) any acts of nature, including fire, flood, tornado, earthquake, hurricane, excessive snow, lightning, riot, insurrection, act of war or other disaster; (h) Equipment that has not had normal maintenance as would be expected of such equipment, including but not limited to cleaning of components and keeping electrical connections debris free; (i) damage caused by vandalism, civil or military authority, civil disturbance, terrorist acts, war or strikes; (j) Equipment that has had its identification labels removed or altered; or (k) issues associated with the failure to timely implement solutions, error corrections, and updates supplied by FlashParking to a System. To the extent FlashParking provides warranty or support services for troubleshooting or repairing any issue caused by any of the foregoing, FlashParking may impose charges at its T&M Rate for all such services. FlashParking will notify Customer as soon as the billable status of the warranty request is determined.

8.3 Disclaimers. EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, FLASHPARKING MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, USAGE OR TRADE PRACTICE. The remedies set forth in this Section 8 represent FlashParking's sole liability for any non-conforming Services and defects in the System, and Customer's sole remedy for such defects.

9. INTELLECTUAL PROPERTY RIGHTS OWNERSHIP; USE OF INFORMATION.

9.1 Intellectual Property Rights. Use of the Systems and Services includes limited use rights to the Software only while this Agreement is in effect. FlashParking owns all right, title, and interest in the Services, Software, and any Work Product, and all related technology, information, and documents, including all intellectual property and proprietary rights in connection therewith. FlashParking also retains ownership of all FlashParking's copyrights and trademarks. Except as expressly set forth in this Agreement, no rights or implied licenses in such intellectual property are granted to Customer by this Agreement, and FlashParking reserves all rights not explicitly granted to Customer under this Agreement. Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, or distribute the Software or to use it for purposes other than in connection with the Systems and Services as specified herein, is strictly prohibited (except in the case of reverse engineering, where and to the extent that, such restriction is contrary to applicable law). If you provide FlashParking with any Feedback, you provide such Feedback volitionally and of your own choosing (i.e., you are not required to provide Feedback), and FlashParking has the right to use, modify, sell, transfer, assign, distribute, and create derivative works from, such Feedback, for any and all purposes without compensation or attribution to Customer, in perpetuity and without any restrictions.

9.2 LPR Data.

(a) Customer's Use of LPR Data. Customer acknowledges and agrees that Customer shall be responsible for compliance with all laws regarding the collection, storage, use, management and deletion of all license plate recognition and other data or information ("**LPR Data**") collected through the use of the System and Services and Equipment.

(b) Customer's Obligations with Respect to LPR Data. Customer acknowledges that, as between FlashParking and Customer, Customer shall be deemed the end user and/or operator of the Equipment and the entity responsible for the collection, storage, use, management and deletion of all LPR Data. Accordingly, if and to the extent required by applicable law, Customer shall:

(i) Maintain reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect LPR Data from unauthorized access, destruction, use, modification, or disclosure; and

(ii) Implement a usage and privacy policy in order to ensure that the access, use, sharing, and dissemination of LPR Data is consistent with respect for individuals' privacy and civil liberties, including (A) the authorized purposes for accessing and using LPR Data; (B) a description of the job title or other designation of the employees and independent contractors who are authorized to access and use LPR Data, including the training requirements necessary for those authorized employees and independent contractors; (C) a description of how the LPR Data will be monitored to ensure the security of the information accessed or used, and compliance with all applicable privacy laws and a process for periodic system audits; (D) the purposes of, process for, and restrictions on, the sale, sharing, or transfer of LPR Data to third parties; (E) the title of the official custodian, or owner, of the LPR Data responsible for implementing this section; (F) description of the reasonable measures that will be used to ensure the accuracy of LPR Data and correct data errors; and (G) the length of time LPR Data will be retained, and the process Customer will utilize to determine if and when to destroy retained LPR Data.

(c) Providing Access to LPR Data. When accessing, or providing access to, LPR Data, Customer agrees to: (i) maintain a record of that access, including (A) the date and time LPR Data is accessed; (B) the license plate number or other data elements used in the query; (C) the username of the person who accesses the LPR Data, and, as applicable, the organization or entity with whom the person is affiliated; and (D) the purpose for accessing the LPR Data; and (ii) require that LPR Data only be used for the authorized purposes described in Section 9.2(b)(ii).

(d) FlashParking's License to LPR Data. Customer hereby grants FlashParking a nonexclusive license to use the LPR Data to perform its obligations under this Agreement. In addition, Customer acknowledges that FlashParking has the right to access, use, modify, store, manipulate, distribute and publish such information in a de-identified format for any legally permissible purpose, including without limitation to improve and enhance FlashParking's products and services.

10. INDEMNIFICATION.

10.1 By FlashParking.

(a) General. FlashParking will defend Customer and its Affiliates, and its and their directors, officers, employees, and agents, from and against all third party claims, suits or actions against Customer for bodily injury (including death) and damage to tangible property to the extent directly resulting from FlashParking's grossly negligent or intentional acts or omissions in providing the Equipment or Services.

(b) **Infringement.** FlashParking will defend Customer and its Affiliates, and its and their directors, officers, employees, and agents, from and against any third party claim, suit or action to the extent arising out of or based on such third party's claim that use of the Systems or Services as intended under this Agreement and the Documentation infringes that party's United States trademark or copyright or to FlashParking's knowledge any valid and existing United States patent. FlashParking will pay the amount of any final judgment awarded (including reasonable attorney's fees and costs) or final settlement made by FlashParking with respect to such claim. In addition to, and not in lieu of FlashParking's defense and indemnity obligations set forth above, if the Systems or Services, or any part thereof, becomes, or in FlashParking's opinion is likely to become, the subject of a claim of infringement, FlashParking has the right to either (a) correct it; (b) obtain the necessary rights for Customer to continue to use the Systems or Services; (c) replace the potentially infringing component with a replacement that has similar functionality; or (d) if FlashParking concludes that none of these options is commercially practicable, FlashParking has the right and option to terminate provision of the Systems or Services to Customer and reimburse Customer for any pre-paid amounts for the remaining term on a pro rata basis. This is FlashParking's entire obligation to Customer for these claims.

10.2 By Customer. Subject to Section 10.1(a) (FlashParking's General Indemnity) and to the limitations imposed by Idaho law, including but not limited to Article 8, Section 4 of the Idaho Constitution, Customer will defend FlashParking and its Affiliates, and its and their directors, officers, employees, and agents, from and against all third party claims, suits or actions against FlashParking for bodily injury (including death) or tangible personal property damage to the extent arising out of, resulting from or based on Customer's (or Customer's employees, agents, contractors or invitees) (i) failure to comply with its obligations under this Agreement, including without limitation its obligations with respect to LPR Data, and (ii) negligent or intentional acts or omissions.

10.3 Indemnification Procedure. The Party wishing to be indemnified hereunder (the "**Indemnified Party**"), in order to be eligible for indemnity shall (a) promptly notify the other Party (the "**Indemnifying Party**") in writing of the existence of any action for which the Indemnified Party is seeking indemnification; (b) grant the Indemnifying Party sole authority and control for the defense and/or settlement of such action; and (c) provide the Indemnifying Party (at Indemnifying Party's cost) with all reasonable assistance for the defense or settlement of such action. The Indemnified Party, at its own expense, may participate in the defense of any such action with counsel of its own choosing. Notwithstanding the foregoing, the Indemnifying Party shall not obligate the Indemnified Party to pay any amount in a settlement agreement, admit liability or culpability of the Indemnified Party in any settlement agreement, or require Indemnified Party to take any material action (other than mere administrative actions) in a settlement agreement, without the Indemnified Party's prior written permission (not to be unreasonably withheld, conditioned, or delayed).

11. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF THE OTHER OR FOR ANY FORM OF DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) OTHER THAN DIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

12. TERM.

12.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for the longer of: (i) a period of one (1) year, or (ii) the maximum term specified in the Schedules hereto (the “**Initial Term**”). After the Initial Term, this Agreement shall automatically renew for successive twelve (12) month terms (each, a “**Renewal Term**” and, together with the Initial Term, referred to as the “**Term**”) until terminated by either Party upon ninety (90) days’ prior written notice. Any request by Customer to terminate this Agreement or prior to the start or end of the Initial Term shall be considered and “**Early Termination**” and, if approved by FlashParking, will be subject to a cancellation fee equal to twenty five percent (25%) of the contract value as set out in Schedule A. Customer will pay such cancellation fee on the Early Termination effective date.

12.2 Termination. If either Party breaches a material provision of this Agreement and does not cure such breach within thirty (30) days after written notice from the other Party, such non-breaching Party shall have the right at its option to: (i) suspend performance or payment until such breach is cured; (ii) terminate this Agreement; or (iii) seek a combination of (i) and (ii), and those remedies available at law or equity to the extent not limited by the terms of this Agreement. The election of any of such options shall not excuse the breaching Party from any obligations arising prior to the date of such election.

12.3 Survival. The terms of any Sections that by their nature are intended to extend beyond termination shall survive termination of this Agreement for any reason, including Section 1 (Definitions); 7.4 (Taxes); 8.2 (Limitation); 8.3 (Disclaimers); 9 (Intellectual Property Rights; LPR Data); 10 (Indemnification); 11 (Limitation of Liability); 12.3 (Survival); and 13 (General).

13. GENERAL.

13.1 Choice of Law; Binding Arbitration; Choice of Forum.

This Agreement is governed by Idaho law, and venue for any legal proceedings arising out of this Agreement will be in Canyon County, Idaho.

13.2 No Waiver; Severability; Section Headings. No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement, and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties’ expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. The term “including” and variations thereof shall be interpreted to mean “including but not limited to.” This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the “drafting” party.

13.3 Relationship between the Parties. FlashParking and Customer acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

13.4 Notices. All notices required to be given under this Agreement shall be given in writing,

and sent to the recipient Party's address in the preamble of this Agreement, unless otherwise updated in writing. All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, text or other mutually agreeable mechanism.

13.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures, whether digital or encrypted, of the Parties have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

13.6 Assignment. Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement: by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its Affiliate. Any other purported attempt to assign this Agreement is voidable by the non-assigning Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13.7 Confidentiality. Each Party agrees to maintain in strict confidence any and all Confidential Information of the other Party. A Party shall be liable to the other Party for any breach of this Section by its employees, agents, and subcontractors and agrees to take, at its sole cost and expense, reasonable measures to restrain its employees, agents, and subcontractors from unauthorized use or disclosure of any Confidential Information of the other Party. Notwithstanding the foregoing, in the event of Compelled Disclosure, the compelled Party ("**Recipient**") shall provide the Party which disclosed the information ("**Discloser**") with prompt prior notice of the disclosure requirement if permitted to do so, shall cooperate with Discloser (at Discloser's expense and request) to limit or quash such disclosure, and shall in all cases disclose only the minimum amount of information necessary to comply with the Compelled Disclosure. "**Compelled Disclosure**" means disclosure that is required by applicable law or by the demand (e.g., a warrant or subpoena) of a government body having jurisdiction in the matter. Notwithstanding the foregoing, the parties acknowledge that the Customer is a political subdivision of the State of Idaho and is subject to the Idaho Public Records Act, Title 74, Chapter 1, Idaho Code, and therefore such law will control what is confidential and what is disclosable to the public.

13.8 No Promises or Representations other than those set forth herein. Each Party stipulates on its own behalf that it has not relied on any promises or statements made by the other Party (whether orally or in writing prior to the Effective Date) in entering into this Agreement, and furthermore that all promises and understandings between the Parties are solely those which are expressly set forth and encompassed within this Agreement itself.

13.9 Entire Agreement This Agreement, including its Schedules and Statements of Work, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum or amendment of this Agreement shall be binding unless executed in writing by both Parties. Any provisions that purport to add, delete, or modify any provisions of this Agreement in any Customer form of purchase order, quotation, acknowledgment, or other forms or purchase documents supplied by Customer shall be ineffective and void *ab initio*. In the event of any conflict between any terms of this Agreement and any terms of any Schedule, the terms of this

Agreement shall supersede, govern and control to the extent of the inconsistency, unless the Schedule expressly states that it is intended to take precedence.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

FLASHPARKING, INC.	NAMPA DEVELOPMENT CORPORATION
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____