

PARKER TECHNOLOGY SUBSCRIPTION SERVICE TERMS & CONDITIONS

These Parker Terms & Conditions in effect as of March 1, 2019, are effective between Client and Parker pursuant to the written proposal between Client and Parker referencing these Parker Terms & Conditions and making such written proposal subject to these Parker Terms & Conditions.

1. **PURCHASE AND INSTALLATION OBLIGATIONS.** Client shall be responsible for the purchase and installation of the two-way audio/video and/or audio intercom communication equipment in connection with the parking access revenue control system (the “Parker System”) from a duly authorized vendor of Parker. Parker does not guarantee the Parker System shall be “Live” until a successful two-way audio/video and/or audio intercom signal is established, as determined by Parker, between the Parker System and the centralized monitoring center established by Parker for the non-exclusive monitoring of Parker System (the “Monitoring Center”) or the Parker System and Client’s monitoring center. Parker therefore assumes no liability for any delay in the installation of the Parker System. If Client wishes Parker to receive calls in its Monitoring Center (the “Monitoring Services”) and is so specified in the Agreement, the Client agrees that Parker’s Monitoring Services are limited to responding to service inquiries initiated by patrons of the vehicle parking facilities owned and/or managed by Client (each a “Parking Facility”) via the Parker System.

2. TERM.

2.1 **Initial Term.** Parker shall provide the software and/or the Monitoring Services as described in the Agreement for a term of one (1) month beginning when the Parker System is “Live” (the “Initial Term”). The Parker System is considered “Live” when there is a successful two-way audio/video and/or audio intercom test connection, post installation, as determined by Parker.

2.2 **Renewal.** Thereafter the Initial Term, the Agreement shall automatically renew for successive one (1) month periods (each a “Renewal Term”) (the Initial Term and each subsequent Renewal Term, collectively, the “Term”) unless either party shall notify the other in writing of its intent not to renew the Agreement at least twenty (20) days prior to the expiration of the then-current Initial Term or Renewal Term, whichever applies. Notwithstanding the immediately preceding sentence, in the event the Client’s management contract for the Parking Facility is terminated or the Parking Facility is sold, Client must make commercially reasonable efforts to assign the Agreement to a successor. If Client is unable to assign the Agreement, Client may terminate the Agreement upon twenty (20) days’ written notice to Parker and Client shall pay to Parker all fees due and payable as of the date of such termination.

2.3 **Termination and Reconnection.** In the event Client does not pay all sums due under the Agreement when due or Client materially breaches the Agreement, Parker may terminate the Agreement upon five (5) days written notice if such non-payment or material breach remains uncured at the expiration of such five (5) day period. Such termination shall cause all amounts due or to become due under the Agreement to be immediately payable without further demand or notice, and Parker may reduce such debt to judgment and additionally shall have the right to collect costs, expenses, fees, penalties, reasonable attorneys’ fees, plus interest on overdue amounts at the highest rate allowed by law. In the event the Monitoring Services are deactivated due to Client’s delinquency in making payments, reactivation shall only occur after payment of all amounts due and a reconnection fee at the rate then in effect.

3. **MONTHLY SUBSCRIPTION FEE.** The monthly subscription fee for each Parking Facility is set forth in the Agreement. Client shall pay the monthly subscription fee within thirty (30) days of receipt of an invoice for such fee from Parker. The monthly subscription fee shall change from time to time upon ninety (90) days notice to Client.

4. PROPRIETARY RIGHTS.

4.1 **Reservation of Rights/Improvements.** Subject to the limited rights expressly granted in the Agreement, Parker reserves all rights, title and interest in and to the Parker System, including all related intellectual property rights. No rights are granted to Client other than as expressly set forth in the Agreement. Parker shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the software and programs used to provide the Monitoring Services including any new programs, upgrades, modifications or enhancements developed by Parker or Client in connection with rendering the Parker System to Client, even when refinements and improvements result from Client’s request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Parker by virtue of the Agreement or otherwise, Client hereby transfers and assigns to Parker all rights, title, and interest which Client may have in such refinements and improvements.

4.2 **Restrictions.** Client shall not (a) modify, copy or create derivative works based on the Parker System; (b) reverse engineer or decompile the Parker System; or (c) access the Parker System in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Parker System.

5. CONFIDENTIALITY.

5.1 **Definition of Confidential Information.** As used in the Agreement, “Confidential Information” means all confidential and proprietary information of a party (the “Disclosing Party”) disclosed to the other party (the “Receiving Party”) that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as “Confidential” and/or “Proprietary,” or (c) reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, the terms and conditions of the Agreement (including pricing and other terms reflected in the Agreement), pricing in proposals, business and marketing materials, technology and technical information, product designs, and business processes. Notwithstanding the foregoing, each party may disclose the existence and terms of the Agreement, in confidence under an NDA agreement, to a potential purchaser of or successor to any portion of such party’s business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such party. Confidential Information shall

not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party, which can be demonstrated with clear and convincing evidence; (iv) does not specifically identify the Client or any of its customers (the “Benchmark Data”); or (v) is received from a third party without breach of any obligation owed to the Disclosing Party. Client agrees that Parker owns all Benchmark Data.

5.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, except with the Disclosing Party’s prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information to those of its employees and contractors who need to know such information for purposes of performing the services under the Agreement and certifies that such employees and contractors have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in the Agreement. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections in the Agreement, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts.

6. INTERNET. The signals from the Client’s Parker System are transmitted to Parker’s Monitoring Center or to Client’s own monitoring center over the Internet via the Parker System. In the event that the Internet connection is disconnected, or otherwise interrupted, signals from the Client’s Parker System will not be received at Parker’s Monitoring Center or Client’s monitoring center. Under such circumstances, Parker shall have no obligation to provide Monitoring Services under the Agreement. Client’s Internet connections are wholly beyond the control of Parker and are maintained and serviced solely by the Client’s Internet provider.

7. CLIENT OBLIGATIONS. The Client agrees to use its Parker System during all operating hours of the Parking Facility. Client shall notify Parker as soon as commercially reasonable if the Parker System is not working properly. The Client shall not license, sublicense, sell, resell, distribute, or otherwise commercially exploit or make the software used in connection with the Parker System or the Monitoring Services or otherwise provided by Parker to the Client related to the Agreement available to any third party for use in connection with such third party’s respective vehicle parking facility, unless and only so long as the Client is a party to a written management agreement with such third party to manage such third party’s respective vehicle parking facility.

8. DAMAGE TO SYSTEM. If the Client’s Parker System ceases to function properly (as determined in the sole discretion of Parker), Parker may choose to suspend its Monitoring Services under the Agreement until the Client’s Parker System is fixed or the condition is corrected (a “Suspension Period”). If Parker elects to suspend its Monitoring Services, it will first notify the Client of the suspension with a five (5) days written notice. Parker shall have no liability to Client for any loss or damage whatsoever incurred in connection with a suspension or Suspension Period. Parker, at its option, will refund or credit the Client the portion of fees covering such Suspension Period on a prorated basis.

9. DISCLAIMER OF SECURITY SERVICES. Parker’s obligations in connection with the management, operation, and promotion of the Parker System and employment of persons in connection therewith do not include the rendition of service, supervision, or furnishing of personnel in connection with the safety and/or security of property, employees, tenants, Client, or other persons within and about the Parking Facility. Parker is not and does not have knowledge or expertise as a guard, security service, or an emergency service, medical, security, or otherwise, and does not employ personnel for that purpose, nor do Parker’s employees undertake the obligation to guard or protect Client against the acts of third parties. Client shall determine, at Client’s discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons and/or property in and about the Parking Facility. Client further agrees to indemnify and to hold harmless Parker from and against any claims, demands, suits, liabilities, or judgments arising from, including, but not limited to, Parker’s alleged failure to warn, to guard, or to protect persons and/or property in or about the Parking Facility from and against threats, harm, or injury, except for such threats, harm, or injury intentionally committed by Parker or Parker’s employees.

10. LIMITATION OF LIABILITY.

10.1 Limitation of Liability and Disclaimer of Warranties. Client agrees that: (a) Parker does not represent or warrant that monitoring the Parker System will prevent any loss, damage or injury to person or property from any cause whatsoever; (b) Parker’s only obligation in connection with the Monitoring Services is to monitor a system designed to enhance Client service at the Parking Facility; and (c) Parker’s obligations under the Agreement are unrelated to the value of any property located on Client’s premises or any personal injury that might occur. **PARKER HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT.** It is impractical and extremely difficult to fix actual damages, including those from property loss, personal injury or death, if any, which may result from Parker’s negligence, a failure to perform any of Parker’s obligations, and/or the failure of the Parker System to operate properly with resulting loss to Client because of among other things: (i) the uncertain amount of value of Client’s property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or any personal injury damages which may result from such failure; (ii) the inability to ascertain what portion, if any, of any property loss, personal injury or death would be proximately caused by Parker’s failure to perform or by its equipment to operate; (iii) the uncertainty of the nature of any claim that might be made by Client against Parker; and (iv) the nature of the service to be performed by Parker. Therefore, if Parker should be found liable to Client for loss or damage to property or persons actually proven by Client whether in contract, tort or under any other theory of liability, Parker’s liability shall be limited to actual amounts paid by Client for monthly monitoring and subscription fees in

the six (6) months preceding the incident giving rise to liability. This liability shall be exclusive, and the provisions of this Section 10 shall apply if loss or damage results directly or indirectly to persons or property because of performance or nonperformance of the obligations imposed by the Agreement or from the negligence of Parker, its agents, assignees or employees. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL PARKER HAVE ANY LIABILITY TO CLIENT FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT PARKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Time to File Claim. NO SUIT, CLAIM, OR ACTION THAT RELATES IN ANY WAY TO THE AGREEMENT MAY BE BROUGHT OR FILED AGAINST PARKER BY CLIENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.

11. INDEMNIFICATION. In the event that a third party shall make any claim or file any lawsuit against Parker for any reason whatsoever in connection with (a) Parker's obligations under the Agreement, (b) Parker's provision of Monitoring Services, (c) any act or omission of Parker, or (d) Parker's negligence, Client agrees to indemnify, defend, and hold Parker harmless from any and all such claims, including the payment of all damages, expenses, costs, and attorneys' fees.

12. GENERAL TERMS.

12.1 The parties hereby waive any rights to a jury trial in any judicial action which relates in any way to the Agreement (whether based on contract, negligence, or otherwise). The Client may not assign its interest under the Agreement without the written consent of Parker.

12.2 If either party is rendered unable, wholly or in part, by *force majeure* to carry out its obligations under the Agreement, that party shall give to the other party prompt notice of the *force majeure* with reasonably full particulars concerning it. Thereupon the obligations of the party giving notice, so far as they are affected by the *force majeure*, shall be suspended during, but no longer than, the continuance of the *force majeure*. The affected party shall use all reasonable diligence to remove the *force majeure* as quickly as possible. The term "*force majeure*" shall mean any cause which is not reasonably within the control of the party claiming suspension, but specifically excludes any payment obligation.

12.3 Client consents and agrees to settle all claims that may arise under the Agreement in accordance with the laws of the State of Indiana. The parties to the Agreement consent to venue for such action to be Marion County, Indiana.

12.4 All notices under the Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by email. Notices to Parker shall be addressed to the attention of Brian Wolff, Parker Technology LLC, 212 W. 10th St., Suite B-120, Indianapolis, IN 46202. Notices to Client shall be addressed to Client's billing address in the Agreement. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least ten (10) days prior written notice thereof, any party hereto may from time to time and at any time, change its notice address hereunder.

12.5 The Agreement may only be changed by an agreement in writing signed by the parties, and not orally. The Agreement shall be deemed to have been accepted and its terms enforceable only upon execution of the Agreement.

12.6 Client must obtain prior written approval from Parker for use of information relating to Parker System or the Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.

12.7 The Agreement constitutes the entire agreement between the parties with respect to the subject matter therein, supersedes all prior agreements, whether written or oral, and supersedes and merges all prior discussions between the parties.

12.8 The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be the same agreement. Counterparts may be delivered via facsimile, email (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13. DEFINITIONS. Capitalized terms shall have the meanings set forth below in this Section 13, or as otherwise ascribed to them throughout the Agreement:

"Client" shall have the meaning set forth on the signature page of the Agreement.

"Agreement" shall mean a written proposal between Client and Parker referencing these Parker Terms & Conditions together with these Parker Terms & Conditions.

"Parker" shall have the meaning set forth on the signature page of the Agreement.

"Parker Terms & Conditions" shall mean these Parker Terms & Conditions.