



End User License Agreement for the Provision of Parking Management Services

PREAMBLE:

Cleverciti Systems Corp., 8000 Avalon Blvd. Suite 100, Alpharetta, Ga. 30009 ("Cleverciti") offers parking management system services. Customer who has entered into an agreement with a Partner of Cleverciti ("Customer") intends in accordance with its agreement with Partner to order and receive parking space management system services for the location specified in the offer.

This End User License Agreement ("EULA") governs all services agreed upon between Cleverciti and Customer, and Customer accepts, agrees to and is bound by this EULA through its agreement with Partner, and through its installation, access to, and use of the Cleverciti Products or Services.

Cleverciti and Customer are for the purpose of these Terms hereinafter also individually referred to as "Party" and collectively as "Parties".

§ 1 Definitions

The following defined terms shall have the meaning assigned to them in this § 1, unless otherwise agreed by the Parties:

- (1) **"Agreement"** means, in the order of precedence, (i) this EULA and (ii) the Product Specifications.
- (2) **"Application(s)"** to the extent offered means an independent application software (e.g. a mobile app to navigate drivers) as described in the Offer and/or the Product Specifications.
- (3) **"Confidential Information"** means non-public information disclosed by one Party to the other in any form that: (i) is designated as "Confidential"; (ii) a reasonable person knows or reasonably should understand to be confidential; or (iii) includes either Party's know-how, intellectual property, trade or business secrets and information relating to its business, technology, finances or other affairs under the Agreement, including the negotiated terms of the Agreement; and which is not independently developed by the other Party without reference to the other Party's Confidential Information or otherwise known to the other Party on a non-confidential basis prior to disclosure.
- (4) **"Hardware"** means the Cleverciti Sensors, Cleverciti Cards, Cleverciti Anchors, Cleverciti Circs, Cleverciti Signs, and/or other hardware described in the Offer and the Product Specifications which is used as part of an on-site parking space management system, including the operating software installed on the hardware.
- (5) **"Offer"** the offer issued by Partner to the Customer regarding the Products provided by Cleverciti, which has been accepted by the Customer.
- (6) **"Partner"** means the reseller of Cleverciti's Products to Customer.
- (7) **"Products"** means Hardware, Applications and/or Services provided by Cleverciti as described in the respective Offer and the Product Specifications.
- (8) **"Product Specifications"** means Cleverciti's descriptions and specifications regarding the Products as contained in or attached to the Offer or provided by Cleverciti upon Customer's request.
- (9) **"Services"** means any services to be provided by Cleverciti according to an Offer, as described in the offer and the Product Specifications, e.g. operating the Hardware, remote maintenance of the

Hardware, set-up services, generating data for analytics and other defined use cases.

- (10) **"System Activation Date"** means the date of acceptance of the services according to §9 (2).

§ 2 References / Order of Precedence

- (1) References to legal requirements, annexes or other documents shall apply to the then current version of the relevant legal requirements, annexes or other documents, unless explicitly agreed otherwise.
- (2) Any deviating terms and conditions of Customer shall not apply, including if and to the extent they are contained or referred to in an order or other document of Customer and Cleverciti does not explicitly object to their applicability.

§ 3 Subject of the Agreement

- (1) Unless agreed otherwise, Cleverciti shall provide the Services via its software backend, which has been installed on Cleverciti's servers, and in which Cleverciti processes and prepares data collected via the Hardware for Customer. In this context no software is conveyed to Customer. If explicitly agreed in the Offer, Cleverciti shall operate the Hardware via an installation of its software backend on Customer's servers. In this case, Cleverciti grants Customer such usage rights as may be required for the installation; Customer shall not obtain any exceeding usage rights for its own use of the software backend. Customer shall have access to the administrative frontend and consumer-facing applications and websites as applicable. Only Cleverciti shall be allowed to access the software backend and operate the Hardware via the software backend.
- (2) If agreed in the Offer, Cleverciti shall provide Customer with an application (app) during the term of the Agreement and shall grant Customer the corresponding usage rights to the Application as specified in § 4.
- (3) The Customer is required to use the latest versions of Chrome or Internet Explorer as well as to have a functioning internet connection in order to access Cleverciti's services. It is not part of the Services to establish a functioning internet connection or provide Chrome or Internet Explorer.
- (4) The agreed quality of the Products shall be exclusively specified in the Offer and the Product Specifications, the functionality descriptions contained therein as well as the specification of the contractual use specified in the Offer.
- (5) The technical data, specifications, descriptions of functionalities and possible uses as well as other information contained in the Product Specifications shall be understood exclusively as a description of the quality of the Products and not as an independent guarantee or a guarantee on the quality or the durability of the Products.
- (6) Statements of Cleverciti regarding the subject of the Agreement shall only be considered independent declarations of guarantee or a guarantee on the quality or durability within the legal meaning of these terms if these are made in writing by Cleverciti's management and explicitly and literally referred to as independent guarantee, guarantee on the quality or guarantee on the durability.

§ 4 Rights to Data and Usage Rights for the Application

(1) Customer shall in no event be entitled to access the software backend (as described in § 3(1)) used to provide the Services or interfere with its operation.

(2) Customer shall obtain non-exclusive perpetual and territorially unlimited rights to use for its own purposes any data generated by Cleverciti for Customer within the scope of the Services ("Data"). Customer is allowed to make the Data available to end customers (e.g. drivers) via displays and mobile apps. For the avoidance of doubt, Cleverciti is entitled to use the Data for its own purposes without any restriction regarding time, territory or scope, including for analyzing and improving its products.

(3) Customer shall not be entitled to amend, translate, re-engineer, decompile, disassemble or otherwise modify, develop or prepare derivative works of or attempt to do so or permit a third party to do so with regard to the Products, unless Customer is entitled to do so on the basis of mandatory copyright laws on a case-by-case basis.

(4) Customer shall not be entitled to interfere with the operation of the Hardware, the Application or the Services or isolate the operating software installed on the Hardware. Customer shall not be entitled to interfere with the network connection or power supply required to operate the Hardware, the Application or Services, except if explicitly instructed by Cleverciti or Partner.

(5) If and to the extent Cleverciti provides any Application to Customer, Cleverciti grants to Customer, for the term of the Agreement and for the sole purpose of using the Services provided by Cleverciti a simple (non-exclusive), non-transferable, non-sublicensable right to use the Application in connection with the Hardware. Customer shall be entitled to enable end users of the parking spaces detected by the Hardware to use the Application for this purpose. Upon termination of the Agreement Customer's rights to use any Application shall end. In this case Customer shall be obliged to de-install all installations of Application or other Cleverciti software programs within Customer's possession and destroy all copies thereof as applicable and confirm this in writing upon Cleverciti's request.

§ 5 Cooperation Duties of the Customer

(1) Upon Customer's acceptance of the Offer, Customer shall appoint a project leader as responsible contact person for Cleverciti. The project leader shall at the least be authorised to make all technical, financial and legal decisions within the scope of the Offer.

(1) Unless agreed otherwise in the Offer, Customer shall have the following cooperation and performance obligations:

(a) Providing 24/7 power supply in accordance with Cleverciti's specifications;

(b) Providing a 24/7 connectivity network (e.g. Wifi, LTE, Ethernet cable) in accordance with Cleverciti's specifications;

(c) Preparing installation locations in accordance with Cleverciti's specifications, including obtaining required permits for fastening, installation and blocking (also in case of replacement of Hardware);

(d) If mobile poles are needed, customer will allow for deployment of mobile poles;

(e) Temporary storage of the Hardware until installation and a small inventory in case the Hardware is defective and needs to be replaced;

(f) In the case of defective Hardware, following Cleverciti's instructions to perform a replacement of the defective hardware with a spare provided by Cleverciti and then shipping the defective Hardware back to Cleverciti after replacement;

(g) Handle Cleverciti Cards with due care;

(h) Charge batteries of Cleverciti Cards as needed;

(i) Ensuring any solar panels (if provided) are free of snow or other obstructions;

(j) Insurance of the system by the Customer;

(k) Access to location during normal office hours;

(l) Providing any information which Cleverciti requires in order to provide its Services in accordance with the Agreement;

(m) Cooperating in technical test and trial runs during normal working hours;

(n) cooperating in remedying disruptions if and to the extent these occur in or result from Customer's sphere of influence; and

(o) In the case of local servers: Providing suitable server rooms and access to the server rooms as well as system access if and to the extent required for the operation and remote maintenance of the parking management solution.

(2) In case of non-compliance with the agreed obligations Cleverciti shall not be in default with providing its Services from the time of breach until remedy of such breach. Cleverciti shall be entitled to determine a reasonable time period for performance.

§ 6 Delivery and Force Majeure

(1) If and as long as Cleverciti is not able to provide its Services due to an unforeseeable extraordinary event which Cleverciti could not have averted using due diligence, including natural disasters; extraordinary weather conditions; lightning; fires; explosion; pandemic; disruption and interruption of energy supply or transmission networks for communication; sabotage and vandalism; delivery and service interruptions due to government, court, or tribunal orders, regulations or applicable law; acts of terror, or other cases of force majeure, the agreed delivery periods shall be extended for the time period of the force majeure reason as well as a reasonable start-up time after the force majeure reason has ceased to exist. If this renders it impossible for Cleverciti to provide the Services, Cleverciti shall be released from its contractual obligations.

§ 7 Inspections and Acceptance

(1) Terms related to Inspection of any Hardware by the Customer, and the process for acceptance of Products or Services shall be defined in the agreement between Partner and Customer. In case such terms are not defined in the agreement between Partner and Customer, the following terms shall apply:



(a) In case of delivery of Hardware to the Customer, Customer is obliged to inspect the Hardware for defects immediately upon receipt and to report any defects that are discernible upon inspection to Cleverciti without undue delay, at the latest within 7 business days as of receipt of the Hardware. In case of Hardware defects which are not discernible upon inspection, Customer shall notify Cleverciti in writing (e-mail being sufficient) without undue delay, at the latest 7 business days, after detection.

(b) Services shall only be considered as services under contracts for works if Cleverciti owes a specific result which is specified in more detail in the Offer. Such services under contracts for works include system set-up and installation services, if and to the extent such services have been agreed in the Offer. Customer shall accept in accordance with this Agreement any set-up and installation services separately and independently from Cleverciti's other services after Cleverciti has completed these services and provided them to Customer for acceptance.

(c) Cleverciti shall give Customer written notice at least 3 business days in advance that Cleverciti will provide the services for Customer's acceptance.

(d) Customer and Cleverciti shall jointly test if the work result complies with the requirements agreed in the Offer. If this is the case, Customer shall declare acceptance. If this is not the case, Cleverciti shall remedy any material defects and provide the work result for renewed acceptance.

(e) Customer shall not be entitled to refuse acceptance based on non-material defects. In particular, Customer shall not be entitled to refuse acceptance due to defects which do not prevent the basic functionality of the Services (e.g. occupancy detection of single parking spaces and visualization of results in the Cleverciti Cockpit).

(f) The work result shall be deemed accepted if Customer has not conducted acceptance proceedings within a reasonable time period set by Cleverciti, or if Customer has not refused acceptance of the work result upon expiration of such time period by notifying at least one material defect.

(g) In the event the Offer includes multiple locations (such as separate lots, garages, or blockfaces) and set-up has been completed for one of the locations, the Customer shall declare partial acceptance of the completed part in accordance. Similarly, if set-up has been completed for more than 50 % of the parking spaces or for more than 50 % of the Cleverciti Cards agreed in the Offer, the Customer shall declare partial acceptance of the completed part in accordance. The provisions in this § 7 shall apply accordingly in relation to partial acceptance. Upon partial acceptance, the Annual Services Fee shall be due on a pro rata basis.

§ 8 Warranties

(1) Customer shall communicate directly with Cleverciti for any warranty claims related to the Products.

(2) In the case of any Services or Applications that are provided to the Customer, Cleverciti warrants that the Services and Applications will function and perform in accordance with the specifications and end user

documentation during the term of the agreement between Customer and Partner ("Service Warranty"). A material deviation from this function or performance will be considered a "Service Defect."

(3) Cleverciti shall cure Service Defects upon Customer's request by, at Cleverciti's discretion, remedying the Service Defect, or delivering the Services or Applications without Defects. Cleverciti shall be entitled to temporarily show Customer possibilities to work around errors and only cure the Defect by later delivering the next update generally released by Cleverciti, provided the Customer can reasonable be expected to accept this. Cleverciti shall ensure functionality is restored within 7 business days of a Service Defect being reported to Cleverciti, or within 24 hours if more than 10% (ten percent) of parking spaces are inaccurately detected or 10% (ten percent) of guidance displays are inoperable.

(4) In the case of any Hardware that is sold to the Customer by Partner, a limited warranty ("Hardware Warranty") is provided for one (1) year from Hardware delivery, plus the duration of the extended warranty that is purchased in the agreement between Customer and Partner ("Hardware Warranty Period").

(5) With respect to the Hardware Warranty, Cleverciti warrants that the Hardware will (a) be free from defects in material and workmanship; (b) be in complete conformity with the Specifications; (c) function and perform in accordance with the Specifications; and (d) be free and clear of any and all encumbrances of whatsoever kind and nature ("Hardware Defects").

(6) Cleverciti will work remotely to resolve Hardware Defects and Service Defects, and Customer will support Cleverciti in this effort by complying with any instructions related to curing the defects issued by Cleverciti.

(7) If Cleverciti determines that a Hardware change is required, Cleverciti is responsible for shipping a replacement part or a full replacement device to Customer within 7 business days, at Cleverciti's expense. Unless otherwise specified in the agreement between Partner and Customer, Customer is responsible for swapping the replacement part or replacement device, under the supervision of Cleverciti's remote support. If Cleverciti determines the replaced part of device shall be returned to Cleverciti, Cleverciti will supply a shipping label to return the device at Cleverciti's cost, and Customer will ship the device back within 7 business days.

(8) The Service Warranty and Hardware Warranty do not apply in the following cases:

- (a) if the Hardware is not used in conjunction with the Services;
- (b) installation, servicing, repair, or modification of the Hardware except as authorized by Cleverciti;
- (c) Hardware that has not been installed, operated, used, repaired or maintained in accordance with the specifications or operating instructions supplied by Cleverciti or Partner;
- (d) damage from accident, theft, unusual physical or electrical stress, exposure to extreme conditions (e.g., heat, dirt, sand), or exposure to strong chemical agents or exceptional corrosion or oxidation;
- (e) normal wear and tear, normal depletion of parts (e.g., batteries), or cosmetic damage;
- (f) reverse engineering;



- (g) defects or damage from viruses or other software problems introduced into the Hardware other than due to an act or omission of Cleverciti or its representatives; or
- (h) a third party acting on Customer's behalf has modified or changed the Hardware or Services or has interfered with the network connection, the power supply or the operation of the software backend, unless Customer can prove that the occurred defects cannot be attributed to this

(9) The remedies described in this Section § 8 shall be Customer's sole remedy and Cleverciti's sole obligation with respect to any breach of the warranties provided in this Section.

§ 9 Limitation of Liability

(1) ALL LIABILITY WITH RESPECT TO THE PRODUCTS OR SERVICES WILL BE ADDRESSED AS SET OUT IN THE AGREEMENT BETWEEN PARTNER AND CUSTOMER, AND IN NO EVENT SHALL CLEVERCITI BE LIABLE TO CUSTOMER FOR ANY SUCH LIABILITY OR FOR ANY OTHER LIABILITY UNDER THIS EULA. WITHOUT LIMITING THE FOREGOING, CLEVERCITI WILL NOT BE LIABLE TO CUSTOMER FOR INTERRUPTIONS OR DEGRADATIONS OF SERVICES DUE TO LACK OF INTERNET CAPACITY OR EQUIPMENT LIMITATIONS, MODIFICATIONS, REPAIRS, UPGRADES OR RELOCATIONS, ELECTRICITY OR TELECOM FAILURES, OR FOR INTERCEPTION OF DATA THROUGH THE INTERNET BY THIRD PARTIES. CLEVERCITI HAS NO CONTROL OVER, AND WILL NOT BE LIABLE TO CUSTOMER FOR, THE ACTIONS OF INTERNET SYSTEMS, SERVICE PROVIDERS OR ACTS OF GOD THAT CREATE DELAYS OR INTERRUPTIONS OF SERVICES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EITHER OF CLEVERCITI OR CUSTOMER BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, INDEMNITY, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. CLEVERCITI AND CUSTOMER ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THE PARTIES IN CONNECTION WITH THE PARTIES' OBLIGATION UNDER THIS AGREEMENT AND THAT CLEVERCITI WOULD NOT BE ABLE TO PROVIDE THE SERVICES, ON AN ECONOMIC BASIS, WITHOUT THE BENEFIT OF THE FOREGOING LIMITATION OF LIABILITY AND HAS SET ITS FEES AND OTHER PRICES ACCORDINGLY. THE APPLICATION OF ANY OF THESE PROVISIONS MAY BE CONTRARY TO THE LAWS OF CUSTOMER'S STATE OF RESIDENCE; IN SUCH CASE, ONLY THOSE PROVISIONS LAWFUL IN CUSTOMER'S STATE SHALL APPLY TO CUSTOMER.

§ 10 Indemnification

(1) Customer shall indemnify, defend and hold harmless Cleverciti, its affiliates, and its and their respective officers, directors, trustees, employees and agents, from and against any claims, suits judgments, proceedings, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and other reasonable costs and expenses related thereto) arising out of or relating to Customer's breach of any provision of this Agreement.

§ 11 Term /Termination

- (1) The term of the Services is set out in the Offer.
- (2) The Parties' right to terminate the Agreement for cause shall remain unaffected.

- (3) The termination needs to be declared in writing in order to be valid.

§ 12 Confidentiality

(1) Each Party ("Receiving Party") agrees not to disclose to any third parties - during the term of this Agreement and at all times after termination of the Agreement - any Confidential Information that it may come to know by or from the other Party ("Disclosing Party") during the performance of this Agreement. If disclosure is essential, the Receiving Party will, prior to any such disclosure, obtain from such third parties duly binding agreements to maintain in confidence the disclosed Confidential Information to at least the same extent as the Receiving Party is so bound to the Disclosing Party hereunder.

(2) Each Party shall ensure that its employees, agents and advisers comply with the obligations in this clause as if they were the relevant party.

(3) This clause will survive termination (for whatever reason) of this Agreement.

§ 13 Publications

(1) Both parties agree to timely and comprehensively inform each other about any planned publications concerning the joint project, in order to ensure the protection of their respective legal interests.

(2) Unless otherwise agreed, Cleverciti shall be entitled to use Customer's name and logo as a reference customer on Cleverciti's website as well as in Cleverciti's customer presentations.

(3) In the case of publication the parties shall comply with the mutually used trademark and copyright notices.

§ 14 Governing Law and Jurisdiction

(1) The Agreement, and all negotiations and any legal agreements prepared in connection with it, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of the State of Delaware USA. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be explicitly excluded.

(2) Each Party agrees that the courts of Delaware shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement, and any legal agreements prepared in connection with the Agreement or its subject matter or formation. Cleverciti shall at its discretion be entitled to assert its own claims at Customer's place of venue.

§ 15 Miscellaneous

(1) Should certain provisions of these Terms or any additional individual agreements be invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall be obliged to replace the invalid provision with such other valid provision as comes closest to the economic purpose of the invalid provisions.

(2) Amendments or supplements to the Agreement shall be made in writing, including this written form requirement which can only be changed in writing.

- End of Document -