

# Oobeo Master Services Agreement

This MASTER SERVICES AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between (the "Operator") and TTT Technologies, LLC, an Ohio limited liability company d/b/a ("Oobeo"). Each of Oobeo and Operator are referred to as a "Party" and collectively, as the "Parties."

WITNESSETH:

**WHEREAS**, Oobeo is in the business of providing a software as a service, SaaS, to facilitate and enhance the provision of parking services by operators ("Parking Services");

**WHEREAS**, Operator is engaged in the offer of Parking Services (the "Operator Business") for the vehicles ("Vehicles") of individual customers ("Customers") at locations pursuant to separate agreements with the location owner (the "Location Owner"); and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which Oobeo shall provide certain identified applications, services and support to Operator in connection with the Operator Business during the "Term" (as hereinafter defined) for which Oobeo shall be paid the "Subscription Fees" (as hereinafter defined).

**NOW, THEREFORE**, incorporating the foregoing introductory language and recitals by reference and for and in consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge and agree, the Parties agree as follows:

1. General. Oobeo owns and grants "Licenses" (as defined below) for an Oobeo application (the "Application") which can be used on any mobile device using applications obtained through iTunes® or Google Play® stores ("Supported Devices"). The Application is downloaded to Supported Devices for use by registered Operator personnel ("Authorized Personnel") for use at Operator-operated locations ("Operator Locations") to facilitate registration, tracking and payment for vehicles at an Operator Location. As used herein, "License(s)" means one or more limited, non-exclusive, terminable, non-transferable licenses (without the right to sublicense), for use of the Application pursuant to the terms and conditions set forth in this Agreement and the End User License Agreement ("EULA") for the Application located at <https://www.oobeo.com/eula-apple/> for Apple devices and <https://www.oobeo.com/eula-google/> for Google devices. The Licenses, together with the other support services described in this Agreement are collectively referred to as the "Services".
1. Term and Termination. The initial term of this Agreement and any Licenses granted hereunder shall commence on the Effective Date and continue for twelve (12) months thereafter (the "Initial Term"). Unless terminated as set forth below, the Initial Term shall be automatically extended for additional one (1) year periods (the "Extended Term" and together with the Initial Term, the "Term"). This Agreement may be terminated as follows: (a) by either Party after the Initial Term, for convenience, by written notice received by the other Party no later than (30) days following the Effective Date, with such termination being effective on the date of receipt of such notice by the other Party; (b) by either Party at the end of the then current Term by written notice to the non-terminating Party received by no later than thirty (30) days prior to the end of the then current Term; (c) in the event of a material default by a Party which has not been cured (i) within five (5) business days after notice of default by the non-defaulting party, as to a monetary default or (ii) within ten (10) days after written notice to the non-defaulting Party as to a material non-monetary default; and (d) otherwise as set forth in this Agreement. Upon the termination of the Agreement, all Licenses granted under this Agreement shall be terminated and Operator may no longer use the Application at any of the Operator Locations. Upon the termination of this Agreement, Oobeo shall immediately terminate Operator's access to the Application and Operator shall destroy and/or return at Oobeo's request, any and all Confidential

Information it has received from Oobeo. If this Agreement is terminated during the Initial Term, Operator shall be responsible for paying Oobeo a termination fee equal to the average monthly base price paid by Operator to Oobeo from the Effective Date through the date of termination multiplied by the number of months remaining in the Initial Term.

2. Licenses and Services. (a) Operator shall register at the Oobeo website (the "Operator Site") located at <https://www.oobeo.com/>, with the required information, including information identifying the Authorized Personnel who will download and use the Application at Operator Locations and at all times in compliance with the EULA. Registration as described above shall constitute the grant of the License to Operator by Oobeo, in accordance with this Agreement; (b) the Services shall include the provision of a password secured Operator Site which will contain and maintain current information concerning the volume of "Received Vehicles" (as defined below) during the relevant month during the Term, together with other information reflecting Operator use of the Application for the Operator Services.
1. Fees and Payment. (a) Set forth on Exhibit 1, are the agreed fees (the "Subscription Fee") to be charged based on the number of Vehicles received ("Received Vehicles") at Operator Locations under this Agreement. (b) Operator shall enter into a separate agreement (the "Merchant Agreement") between Operator and Oobeo's designated gateway merchant account provider, as communicated to Operator by Oobeo from time to time, to facilitate the payment by Customers of any fees charged for the Valet Services by Operator. Oobeo has no responsibility for any terms and conditions set forth in the Merchant Agreement including any fees charged to Operator thereunder or any customer personal information or credit card information collected by the gateway merchant account provider. Operator acknowledges and agrees that Oobeo does not retain any of that information. (c) The Subscription Fee will be based on the rates set forth in Exhibit 1 and the number of Received Vehicles for the previous month during the Term and will be deducted on the "Payment Date" (as defined below) from the payment account established by Operator and identified in Exhibit 1 (the "Operator Account"). Operator hereby grants Oobeo the right to withdraw the Subscription Fees from the Operator Account. Operator shall provide and maintain withdrawal rights to the Operator Account in favor of Oobeo for withdrawal by Oobeo of the Subscription Fees as described in this Agreement. As used herein, "Payment Date" means the date each month during the Term, one (1) full month from the Effective Date and every such date for each succeeding month during the Term. (d) Operator covenants and agrees to maintain an adequate balance in the Operator Account to pay all Subscription Fees. (e) If Oobeo is unable to withdraw the relevant monthly Subscription Fees from the Operator Account when due and payable whether due to insufficient funds or otherwise, Oobeo may, without liability to Operator, disable the passwords and accounts of Operator and Authorized Personnel and their access to all or part of the Applications, and Oobeo shall be under no obligation to provide any or all of use of the Applications to Operator or Authorized Personnel while Subscription Fees remain unpaid and may terminate this Agreement as set forth in Section 2 hereof. (f) The Subscription Fees shall bear interest until paid at the lesser of (i) the maximum applicable legal rate on overdue commercial accounts on a per annum basis or (ii) eighteen percent (18%), the payment of which interest shall not foreclose Oobeo from exercising any other right or remedy that might be available. (g) If Oobeo engages the services of any legal representation or debt collection agency in respect of any overdue Subscription Fees, Oobeo shall be entitled to recover the costs of such services and any other relevant expenses incurred recovering unpaid amounts from Operator.
1. Proprietary Rights. Operator acknowledges and agrees that Oobeo owns all intellectual property rights in the Application. Operator agrees that all work product developed by Oobeo including any modifications or updates of the Application, even if at the request of Operator, shall remain the property of Oobeo and shall not constitute "work for hire" under the United States Copyrights Laws. Except for the limited rights included in the License, this Agreement does not grant Operator or any Authorized Personnel any rights to or in patents, copyrights, database rights, trade secrets, trade names, trademarks (registered or unregistered), or any other intellectual property rights or licenses or work product of Oobeo.
1. Operator Terms; Acceptance. (a) Operator may, at its option, request that Oobeo provide to the Customer for approval by Customer of the terms and conditions that govern the relationship between Operator and Customer (the "Operator Terms"), a copy of which is attached hereto as Exhibit 2. The Operator Terms shall at all times be consistent with and enable Operator to comply with its duties and obligations under this Agreement. Operator shall be solely responsible to provide Oobeo with its most recent and applicable Operator Terms. Oobeo shall not be responsible for any Operator terms and conditions contained in the Operator Terms. (b) If requested by Operator, then simultaneously with the provision to the Customer of the terms governing Oobeo's relationship with the Customer (the "Oobeo Terms," and together with the Operator Terms, the "Customer Terms"), Oobeo will present the Operator Terms for acceptance by each Customer. Any Customer that is either unable or unwilling to provide its mobile device number to Authorized Personnel or having provided such number fails to agree to the Customer Terms is referred to as a "Non-Oobeo Customer" and any Customer so providing and agreeing, is referred to as an "Approved Customer." (c) The Application shall not be used to provide Parking Services to Non-Oobeo Customers and no Vehicle parking involving Vehicles of Non-Oobeo Customers shall be deemed a Parked Vehicle under this Agreement.
1. Other Operator Duties and Responsibilities. Operator shall (a) not permit any of its employees, agents or subcontractors to use the Application unless such individual is included on a current listing of Authorized Personnel; (b) comply with all applicable laws, regulations and licensing and permit requirements with respect to its activities under this Agreement, including, without limitation, the timely payment of all federal, state and local taxes, and regulatory fees to the appropriate authorities associated with the operation of the Parking

Services at Operator Locations; (c) ensure that Authorized Personnel use the Application in full compliance with this Agreement and the EULA; (d) use all reasonable efforts to prevent unauthorized access to, or use of, the Application, and, in the event of any such unauthorized access or use, promptly provide written notice to Oobeo; and (e) not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application or any of the intellectual property associated therewith, in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Application or such intellectual property;

1. Customer Information. (a) The Parties acknowledge and agree that Customer Information will be required of or obtained from or about Approved Customers by Authorized Personnel and that, as between Oobeo and Operator, the Customer Information is owned by and the property of Oobeo and that Operator has no rights in and to any Customer Information, except as may be expressly set forth in this Agreement. (b) As used herein, "Customer Information" includes "Personal Information" and "Public Information" as those terms are defined in Oobeo's Privacy Policy (the "Privacy Policy"), incorporated by reference, which is available at <https://oobeo.com/privacy-policy/>. (c) Oobeo shall not be responsible for any collection, loss, destruction, alteration or disclosure of Customer Information caused by any third party, including, but not limited to Operator, Authorized Personnel any Location Owner or any gateway merchant account provider. Oobeo does not receive or collect any Personal Information, including any credit card information, received by the gateway merchant account provider and such information is not included in the Customer Information retained by Oobeo. (d) Operator acknowledges and agrees that no Customer Information will be obtained and recorded, unless and until a Customer has become an Approved Customer by acceptance of the Customer Terms, as set forth in this Agreement. (e) Operator shall be entitled to receipt of reports, results and other documentation containing Customer Information as may be made available by Oobeo under this Agreement. Operator covenants and agrees to use, maintain and disclose any Customer Information in a manner consistent with and as contemplated in this Agreement and in the Privacy Policy. Without limiting any other provision of this Agreement, Operator covenants and agrees to (and to ensure that all Authorized Personnel) disclose, share, use and protect all Customer Information in a manner as described in and in full compliance with, the Privacy Policy. (f) Oobeo shall have no duty or obligation with respect to any use, disclosure or dissemination of Customer Information by Operator, Authorized Personnel or any Location/Event Sponsor, and Operator hereby indemnifies and holds harmless Oobeo, its affiliates and the employees, officers, shareholders and representatives of each (the "Oobeo Indemnities") from and against any claim or liability by any third party arising out of use, disclosure, or dissemination of any Customer Information by Operator, any Authorized Personnel or any Location/Event Sponsor. (g) The Parties acknowledge and agree that, consistent with the Privacy Policy, each shall be entitled to utilize Customer Information on an aggregated and anonymized basis (with the ability to associate any particular Customer Information, whether Personal Information, Public Information or Card Information, with any particular entity or individual being eliminated) for analytical or other legitimate business purposes. (h) The Parties acknowledge and agree that in the event of a "data security breach" (as that or analogous terms are defined in applicable law) involving the Customer Information, the discovering Party shall promptly provide written notice of such event to the other Party. The Parties shall cooperate, in good faith, in investigating such breach and in providing any notice that may be required under applicable law.
1. Confidentiality. (a) "Confidential Information" means any confidential, proprietary and/or trade secret information heretofore disclosed concerning the disclosing Party's products, technology, services, finances, personnel, marketing or business practices, policies or plans, business or operations including, without limitation, information relating to research and development, know-how, inventions, specifications, software, hardware, pricing and market analyses, research strategies, intellectual property protection strategies, projections or forecasts, which, if disclosed in writing or in another tangible form is identified in writing at the time of disclosure as "Confidential Information" of the disclosing Party or, if disclosed orally should be reasonably understood by the receiving Party from the nature of the information or the circumstances of the disclosure to be Confidential Information. (b) Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that: (i) is or becomes publicly known other than through any act or omission of the receiving Party; (ii) was in the other Party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving Party, which independent development can be shown by written evidence. (c) Notwithstanding the foregoing, a Party may disclose the Confidential Information of the other Party as required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body. The disclosing Party must provide the other prompt notice of the disclosure request. (d) Each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this Agreement. (e) Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of this Agreement.
2. Indemnity. (a) Each Party shall defend, indemnify and hold harmless the other Party and its affiliates, and the officers, directors, agents, affiliates, representatives and employees of each against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable

legal fees) arising out of or in connection with breach of this Agreement, or the indemnifying Party's grossly negligent performance or nonperformance. Nothing contained in this section shall limit or otherwise affect any other indemnity provisions of this Agreement. (b) Operator hereby defends, indemnifies and holds harmless the Oobeo Indemnitees against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) by any Authorized Personnel, Location Owner, Customer or any third party, arising out of or in connection with the activities contemplated by this Agreement, including without limitation, any failure to fully comply with the Privacy Policy, the Operator Terms and any agreement with a Location Owner.

1. Warranties/Liability. (a) Except as set forth in this Agreement, Oobeo makes no other representations or warranties concerning the Application, whether express or implied. **THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHER WARRANTIES IMPLIED AT LAW ARE HEREBY EXPRESSLY DISCLAIMED.** Oobeo makes no warranties regarding the availability of the Application at all times or that the Services will be uninterrupted. Subject to subsection (c) below, the maximum liability of Oobeo to Operator for breach of this Agreement and for any indemnity obligations, whether or not Operator terminates this Agreement, shall be the amount of the Subscription Fees actually received by Oobeo during the three (3) month period immediately preceding the date on which the events occurred giving rise to such liability. **(B) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST PROFITS.** (c) Nothing in this Agreement shall exclude liability for (i) gross negligence or willful malicious misconduct; or (ii) any other liability which may not be excluded by law.
1. Non-Compete. (a) Due to Oobeo's legitimate time, money and effort involved in the development of the Application and the good and valuable consideration offered to Operator through the Application, Operator covenants and agrees not to engage in the "Prohibited Activity" during the "Restricted Period" as those terms are hereinafter defined. (b) As used herein, "Prohibited Activity" is the development and marketing of a software capability and services substantially the same as the Application and supporting services for use by Operator or its affiliates or by third parties with which Operator or its affiliates contracts for use in connection with provision of Parking Services, whether directly or indirectly, in whole or in part, as an owner, operator, partner, stockholder, or any other similar capacity to an entity engaged in the Prohibited Activity. (c) As used herein, the "Restricted Period" means for a period of eighteen (18) months following the end of the Term of this Agreement or the date of termination of this Agreement.
2. Waiver. (a) A waiver of any right under this Agreement is only effective if it is in writing and applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. (b) Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
3. General. (a) If any court or administrative body of competent jurisdiction finds any provision (or part thereof) of this Agreement invalid, unenforceable or illegal, that provision or part thereof shall be deemed deleted and the remaining provisions shall continue in full force and effect. (b) This Agreement and any documents referenced herein constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. (c) Operator shall not, without the prior written consent of Oobeo, assign, transfer, or subcontract all or any of its rights or obligations under this Agreement. (d) Oobeo may at any time assign, transfer, charge or subcontract all or any of its rights or obligations under this Agreement. (e) Each Party acknowledges and agrees that in agreeing to this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement. (f) Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and operate to create a partnership between the Parties, or authorize either Party to act as agent for the other (unless expressly set forth in this Agreement), and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). (g) This Agreement does not confer any rights on any person or party other than the Parties and, where applicable, their successors and permitted assigns. (h) This Agreement has been negotiated and prepared by the Parties and their respective counsel, and should any provision require judicial interpretation, the court interpreting or construing the provision shall not apply any rule of construction that a document is to be construed more strictly against one party. (i) This Agreement and any disputes or claims arising out of or in connection with the subject matter or formation of this Agreement (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of the State of Ohio and the Parties submit to the nonexclusive jurisdiction of the courts of Lucas County, Ohio. (j) All notices required under this Agreement shall be delivered by US Mail (in which case the notice shall be deemed received three days following posting), overnight or expedited next day delivery or via email, all to the email and physical addresses set forth below the Party signature block or such other addresses as may be provided by one Party to the other in compliance with this notice provision.

Exhibits. All Exhibits attached to this Agreement are incorporated by reference and form a part of this Agreement and shall govern the relationship of the Parties. To the extent there exists any conflict between the Terms and the body of this Agreement, the provisions of the body of this Agreement shall govern.