

Software License Agreement

This Software License Agreement (the "**Agreement**"), is entered into by and between **ParkingPass.com LLC**, a Florida limited liability company having its principal place of business at 4446 Inverrary Blvd, Lauderhill, FL 33319 ("**Licensor**") and **Centra Falls Homeowners Association, Inc.** ("**Licensee**", together with Licensor, the "**Parties**", and each, a "**Party**") as of the Effective Date set forth in Section 9.1.

WHEREAS, Licensor is the entire legal and beneficial owner of the Licensed Software, and desires to license the Licensed Software to Licensee; and

WHEREAS, Licensee desires to obtain a license to use the Licensed Software for its internal business purposes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Capitalized terms have the meanings set forth or referred to in this **Section 1**:

"**Action**" has the meaning set forth in **Section 8.2(d)**.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

"**Authorized User**" means each of the individuals authorized to use the Licensed Software pursuant to **Section 2** and the other terms and conditions of this Agreement.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in Fort Lauderdale, Florida are authorized or required by Law to be closed for business.

"**Confidential Information**" has the meaning set forth in **Section 5.1**.

"**Controlled Technology**" means any software, documentation, technology or other technical data, or any products that include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.

"**Designated Sites**" means the specific real estate property or properties owned or managed by Licensee where the Licensed Software is authorized for use, as specifically identified in **Schedule A**.

"Disclosing Party" has the meaning set forth in **Section 5.1**.

"Documentation" means any and all manuals, instructions and other documents and materials that Licensor provides or makes available to Licensee in any form or medium which describe the functionality, components, features or requirements of the Licensed Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"Effective Date" has the meaning set forth in the preamble.

"Enforcement Vendor" has the meaning set forth in **Section 14.1**.

"Force Majeure Event" has the meaning set forth in **Section 12.1**.

"Go-Live" means the date the Licensed Software is made available to Licensee's residents and staff for production use, which must occur within thirty (30) days of the Effective Date.

"Initial Term" has the meaning set forth in **Section 9.1**.

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

"Launch Delay Fee" means the monthly fee payable by Licensee to Licensor for each month that Go-Live is delayed beyond the initial thirty (30) day implementation period.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Licensed Software" means any current and New Version of Licensor's security software, together with any Maintenance Releases provided to Licensee pursuant to this Agreement.

"Licensee" has the meaning set forth in the preamble.

"Licensor Indemnitee" has the meaning set forth in **Section 10.1**.

"Loss" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification arising from third-party claims.

"Maintenance Release" means any update, upgrade, release or other adaptation or modification of the Licensed Software, including any updated Documentation, that Licensor may

provide to Licensee from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Licensed Software, but does not include any New Version.

"**New Version**" means any new version of the Licensed Software that Licensor may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Licensor's designation of a new version number), and which Licensor may make available to Licensee at an additional cost under a separate written agreement.

"**Parties**" has the meaning set forth in the preamble.

"**Party**" has the meaning set forth in the preamble.

"**Permitted Use**" means use of the Licensed Software by an Authorized User solely for the purpose of managing parking registrations and verifying vehicle status at the Designated Sites.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"**Receiving Party**" has the meaning set forth in **Section 5.1**.

"**Renewal Term**" has the meaning set forth in **Section 9.2**.

"**Representatives**" means, with respect to a Party, that Party's and its Affiliates' employees, officers, agents, independent contractors, subcontractors and legal advisors. "**Term**" has the meaning set forth in **Section 9.1**.

"**Services**" means those features provided by Licensor in addition to the software license contemplated hereby, which features are detailed on Schedule A.

"**Third-Party Materials**" means materials and information, in any form or medium, that are not proprietary to Licensor, including any third-party: (a) documents, data, content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.

"**Unit Count**" means the total number of residential units at the Designated Sites, as specified in **Schedule A**, which serves as the basis for calculating the Launch Delay Fee.

2. License.

2.1 License Grant. Subject to the terms and conditions of this Agreement, and conditioned on Licensee's and its Authorized Users' compliance therewith, Licensor hereby grants to Licensee a non-exclusive, non-sublicensable, non-transferable, revocable, and limited license to

use the Licensed Software and Documentation solely for the Permitted Use at the Designated Sites during the Term.

2.2 Scope of Licensed Access and Use. Licensee may use Licensed Software for all residents, property management staff and external security staff that require access. The access shall not be given to any users that are not described in this Agreement, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable hereunder.

2.3 Resident Support. Licensor provides support services solely to the Licensee and its Authorized Users (e.g., property management and security staff). Licensor does not provide any direct technical, billing, or operational support of any kind to Licensee's residents, guests, or vehicle operators. Licensee is solely responsible for acting as the primary point of contact for its residents and shall handle all "Tier 1" inquiries, including but not limited to parking permit registration assistance, billing disputes, and enforcement questions.

2.4 Assigned Parking Marketplace. Licensor provides a feature known as the "Assigned Parking Marketplace" which allows Licensee to list and rent assigned parking spaces to third parties or residents for a fee. Use of the Marketplace is entirely optional and at the sole discretion of the Licensee. If Licensee elects to utilize the Marketplace, such use shall be subject to the supplemental fees and automated deduction terms set forth in Section 6.4 and Schedule A. Licensee is solely responsible for managing the availability of spots and ensuring compliance with local property and zoning laws regarding the rental of parking spaces.

3. Use Restrictions. Except as this Agreement expressly permits, Licensee shall not, and shall not knowingly permit any other Person to:

- (a) copy the Licensed Software, in whole or in part;
- (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Licensed Software;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (d) reverse engineer, disassemble, decompile, decode or adapt the Licensed Software, or otherwise attempt to derive or gain access to the source code of the Licensed Software, in whole or in part;
- (e) bypass or breach any security device or protection used for or contained in the Licensed Software or Documentation;

(f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Licensed Software or Documentation;

(g) use the Licensed Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;

(h) use the Licensed Software for purposes of: (i) benchmarking or competitive analysis of the Licensed Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage;

(i) use the Licensed Software in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Licensed Software could lead to personal injury or severe physical or property damage; or

(j) use the Licensed Software or Documentation other than for the Permitted use or in any manner or for any purpose or application not expressly permitted by this Agreement.

4. Maintenance. During the Term, Licensor will provide Licensee with all Maintenance Releases (including updated Documentation) that Licensor may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, on being provided by Licensor to Licensee hereunder, are deemed Licensed Software subject to all applicable terms and conditions in this Agreement. Licensee will install all Maintenance Releases as soon as practicable after receipt. Licensee does not have any right hereunder to receive any New Versions of the Licensed Software that Licensor may, in its sole discretion, release from time to time.

5. Confidentiality.

5.1 Confidential Information. In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Subject to **Section 5.2**, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: (a) the Licensed Software

and Documentation are the Confidential Information of Licensor; and (b) the financial terms and existence of this Agreement are the Confidential Information of Licensor/each of the Parties.

5.2 Exclusions and Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted under the terms and conditions of **Section 5.4**, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this **Section 5**; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this **Section 5**;

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts to cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 5**.

Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this **Section 5** with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

5.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 5.3**; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 5.4**, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

6. Fees and Payment.

6.1 License Fees. In consideration of the rights granted herein, Licensee shall pay Licensor the recurring license fees set forth in Schedule A.

6.2 Invoicing and Payment. Licensor shall invoice Licensee monthly in advance. Licensee shall pay all invoiced amounts within thirty (21) days from the date of the invoice. Payments shall be made via ACH, Wire Transfer, Credit Card or Check.

6.3 Late Payments. If Licensee fails to make any payment when due, in addition to all other remedies that may be available:

(a) Any invoice remaining unpaid past the due date shall be subject to a one-time late fee equal to ten percent (10%) of the total outstanding balance.

(b) Licensee shall reimburse Licensor for all reasonable costs incurred in collecting any late payments, including attorneys' fees.

(c) If such failure continues for fifteen (15) days following written notice thereof, Licensor may suspend or revoke Licensee's access to the Licensed Software until all past due amounts are paid in full.

6.4 Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Licensee is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

6.5 Revenue Share. Licensor shall provide Licensee with a share of certain fees collected from Residents and Guests as detailed in Schedule A. For spaces listed in the Assigned Parking Marketplace, Licensor shall first retain its \$4.00 per spot monthly fee from the gross revenue collected. The remaining balance shall be processed as Licensee's revenue share and made

accessible through the online portal. Such revenue share shall be governed by the following terms:

(a) Revenue share is processed automatically and accessible to Licensee at the time of purchase through the online portal at no additional cost.

(b) In the event Licensee elects to receive a manual payout (via quarterly check), a 15% processing fee shall be deducted from the total revenue share amount due to Licensee.

(c) Manual payouts will only be issued for cumulative revenue share amounts exceeding \$100.00.

(d) Licensor reserves the right to offset any Revenue Share payments against any outstanding fees or Launch Delay Fees owed by Licensee under this Agreement.

6.6 No Deductions or Setoffs. All amounts payable to Licensor under this Agreement shall be paid by Licensee to Licensor in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

7. Security.

7.1 Security Measures. The Licensed Software may contain technological measures designed to prevent unauthorized or illegal use of the Licensed Software. Licensee acknowledges and agrees that:

(a) Licensor may use these and other lawful measures to verify Licensee's compliance with the terms of this Agreement and enforce Licensor's rights, including all Intellectual Property Rights, in and to the Licensed Software;

(b) Licensor may deny any individual access to and/or use of the Licensed Software if Licensor, in its reasonable discretion, believes that person's use of the Licensed Software would violate any provision of this Agreement, regardless of whether Licensee designated that person as an Authorized User; and

(c) Licensor and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Licensee's computers, systems and software, that Licensor may gather periodically to improve the performance of the Licensed Software or develop Maintenance Releases. This information will be treated in accordance with Licensor's privacy policy, as amended from time to time, which can be viewed at: www.parkingpass.com.

7.2 Data Privacy and Security. Licensor and Licensee shall comply with all applicable privacy Laws regarding the collection of "End-User" data, including license plate numbers and contact information.

7.3 Data Ownership. Licensee remains the owner of all End-User data entered into the system; Licensor is granted a license to process this data solely to provide the Services.

7.4 PCI Compliance. Licensor warrants that all payment processing features provided within the Licensed Software are compliant with the Payment Card Industry Data Security Standard (PCI DSS).

7.5 Data Security. Licensor shall implement reasonable administrative and technical safeguards to protect Confidential Information and End-User data from unauthorized access or disclosure.

7.6 Breach Notification. Licensor shall notify Licensee without undue delay (and in no event later than 72 hours) after becoming aware of any confirmed unauthorized access to Licensee's data.

8. Intellectual Property Rights.

8.1 Intellectual Property Ownership. Licensee acknowledges and agrees that:

(a) the Licensed Software and Documentation are non-exclusively licensed and not sold to Licensee by Licensor and Licensee does not and will not have or acquire under or in connection with this Agreement any ownership interest in the Licensed Software or Documentation, or in any related Intellectual Property Rights;

(b) Licensor is and will remain the sole and exclusive owner of all right, title and interest in and to the Licensed Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Licensee under this Agreement; and

(c) Licensee hereby unconditionally and irrevocably assigns to Licensor, its entire right, title and interest in and to any Intellectual Property Rights that Licensee may now or hereafter have in or relating to the Licensed Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

8.2 Licensee Cooperation and Notice of Infringement. Licensee shall, during the Term:

(a) take all commercially reasonable measures to safeguard the Licensed Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at Licensor's expense, take all such steps as Licensor may reasonably require to assist Licensor in maintaining the validity, enforceability and Licensor's ownership of the Intellectual Property Rights in the Licensed Software and Documentation;

- (c) promptly notify Licensor in writing if Licensee becomes aware of:
 - (i) any actual or suspected infringement, misappropriation or other violation of Licensor's Intellectual Property Rights in or relating to the Licensed Software or Documentation; or
 - (ii) any claim that the Licensed Software or Documentation, including any production, use, marketing, sale or other disposition of the Licensed Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) fully cooperate with and assist Licensor in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "**Action**") by Licensor to prevent or abate any actual or threatened infringement, misappropriation or violation of Licensor's rights in, and to attempt to resolve any claims relating to, the Licensed Software or Documentation, including having Licensee's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

8.3 No Implied Rights. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Licensed Software or Documentation.

9. Term and Termination.

9.1 Initial Term. The initial term of this Agreement commences as of March 1, 2026 (the "Effective Date") and will continue for one (1) year until Licensee provides notice of cancellation (the "**Initial Term**" / "**Term**"). Licensee agrees to complete implementation and make the Licensed software available to its end users ("Go-Live") within thirty (30) days of the Effective Date. If Go-Live has not occurred by the 30th day due to Licensee's delay, Licensee shall pay a Launch Delay Fee of \$150 per month until Go-Live Occurs.

9.2 Renewal Term. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (each a "**Renewal Term**"). Prices shall automatically increase by 3% per unit per month at the start of each Renewal Term. Either Party may prevent such renewal by providing written notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.

9.3 Termination for Cause. Licensee may terminate this Agreement effective on written notice if Licensor materially breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of notice. Licensor may terminate this Agreement or revoke access to the Licensed Software effective on written notice if:

(a) Licensee fails to pay any amount when due (including fees owed under Section 6.3 or Schedule A) and such failure continues for more than fifteen (15) days after Licensor's written notice of non-payment;

(b) Licensee breaches any of its obligations under Section 2.2 (Use Restrictions), Section 5 (Confidentiality), or Section 8 (Intellectual Property Rights);

(c) Licensee materially breaches any other provision of this Agreement and fails to cure such breach within thirty (30) days of receipt of notice.

9.4 Termination for Convenience. Provided that the Initial Term has expired, Licensee may terminate this Agreement for convenience by providing thirty (30) days' written notice and no termination fee shall apply. If Licensee terminates this Agreement for convenience during the Initial Term, Licensee shall provide thirty (30) days' written notice and pay a pro-rated Termination Fee as calculated in Schedule A.

9.5 Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

(a) all rights, licenses and authorizations granted to licensee hereunder will immediately terminate and Licensee shall:

- (i) immediately cease all use of and other activities with respect to the Licensed Software and Documentation other than those described in **Section 9.5(a)(ii)**;
- (ii) within three days deliver to Licensor, or at Licensor's written request destroy, and permanently erase from all devices and systems Licensee directly or indirectly controls, the Licensed Software, the Documentation and the Licensor's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;
- (iii) certify to Licensor in a signed written instrument that it has complied with the requirements of this **Section 9.5**; and

(b) all amounts payable by Licensee to Licensor of any kind are immediately payable and due no later than ten days after the effective date of the expiration or Licensor's termination of this Agreement.

(c) Licensor is not obligated to issue any parking permit refunds to residents.

9.6 Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: this

Section 9.6, Section 1 (Definitions), **Section 5** (Confidentiality), **Section 7** (Intellectual Property Rights), **Section 9.6** (Representations and Warranties), for clarity, including **Section 9.9** (Disclaimer), **Section 10** (Indemnification), **Section 11** (Limitations of Liability), **Section 13** (Parking Enforcement Vendor Indemnification) and **Section 14** (Miscellaneous).

9.7 Representations and Warranties.

9.8 Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that:

- (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;
- (b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under this Agreement;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and
- (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

9.9 DISCLAIMER OF WARRANTIES. ALL LICENSED SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY LICENSOR ARE PROVIDED "AS IS." LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

10. Indemnification.

10.1 Licensee Indemnification. Licensee shall indemnify, defend and hold harmless Licensor and its Affiliates, and each of its and their respective officers, directors, employees, agents, subcontractors, successors and assigns (each, including Licensor, a "**Licensor Indemnitee**"), except to the extent such Losses are directly caused by the gross negligence or willful misconduct of Licensor, from and against any and all Losses incurred by the Licensor Indemnitee in connection with any Action by a third party (other than an Affiliate of a Licensor Indemnitee) to the extent that such Losses arise out of or relate to any allegation:

(a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:

- (i) use or combination of the Licensed Software by or on behalf of Licensee or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by Licensor nor authorized by Licensor in this Agreement and the Documentation; and
- (ii) information, materials or technology or other matter whatsoever directly or indirectly provided by Licensee or directed by Licensee to be installed, combined, integrated or used with, as part of, or in connection with the Licensed Software or Documentation;

(b) of or relating to facts that, if true, would constitute a breach by Licensee of any representation, warranty, covenant or obligation under this Agreement;

(c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Licensee or any of its Representatives with respect to the Licensed Software or Documentation or otherwise in connection with this Agreement;

(d) of or relating to use of the Licensed Software or Documentation by or on behalf of Licensee or any of its Representatives that is outside the purpose, scope or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Licensor's instructions.

10.2 Licensor Indemnification. Licensor shall indemnify and defend Licensee, including Licensee's officers, directors, employees, managers, management companies, and agents, from Losses arising out of any Action by a third party alleging that the Licensed Software infringes a third-party's US Intellectual Property Rights. This indemnity shall not apply if the infringement arises from Licensee's unauthorized modifications or use of the software in combination with third-party materials not provided by Licensor.

10.3 Mitigation. If the Licensed Software, or any part of the Licensed Software, is, or in Licensor's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Licensee's use of the Licensed Software is enjoined or threatened to be enjoined, Licensor may, at its option and sole cost and expense:

(a) obtain the right for Licensee to continue to use the Licensed Software as contemplated by this Agreement;

(b) modify or replace the Licensed Software, in whole or in part, to seek to make the Licensed Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Licensed Software under this Agreement; or

(c) after Licensor's exercise of commercially reasonable efforts, none of the remedies set forth in the above **Section 10.3(a)** or **Section 10.3(b)** is reasonably available to Licensor, terminate this Agreement, in its entirety or with respect to the affected part or feature of the Licensed Software, effective immediately on written notice to Licensee, in which event:

- (i) Licensee shall cease all use of the Licensed Software and Documentation immediately on receipt of Licensee's notice; and
- (ii) provided that Licensee fully complies with its post-termination obligations set forth in **Section 9.5**, Licensor shall promptly refund to Licensee, on a *pro rata* basis, the share of any license fees prepaid by Licensee for the future portion of the Term that would have remained but for such termination.

10.4 Sole Remedy. THIS SECTION 11 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE LICENSED SOFTWARE AND DOCUMENTATION) INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10.5 Continuing Obligation. This indemnification obligation shall survive the termination or expiration of this Agreement.

11. Limitations of Liability.

11.1 Mutual Exclusion of Certain Damages. Neither Party will be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, revenue, or data arising out of this Agreement, even if advised of the possibility of such damages.

11.2 Liability Cap. To the maximum extent permitted by Law, the total collective liability of Licensor under this Agreement shall not exceed the total amount of fees actually paid to Licensor during the twelve (12) months preceding the event giving rise to the claim.

11.3 Exceptions. These limitations shall not apply to a Party's indemnification obligations regarding third-party claims or a breach of confidentiality.

12. Force Majeure.

12.1 No Breach or Default. In no event will Licensor be liable or responsible to Licensee, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement,

national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.

12.2 Exceptions. Notwithstanding the foregoing, a Force Majeure Event shall not excuse Licensee's obligation to pay any Fees (including the Launch Delay Fee) so long as the Licensed Software remains substantially operational and accessible to Licensee.

12.3 Termination Right. Either Party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.

13. Parking Enforcement Vendor Indemnification.

13.1 Licensee's Use of Third-Party Parking Enforcement Vendors. Licensee may elect to utilize third-party parking enforcement vendors, contractors, or agents, including but not limited to towing companies, booting companies, and private security firms ("Enforcement Vendors"). Licensee is solely responsible for the selection, management, and all acts or omissions of such Enforcement Vendors.

13.2 Independent Status of Enforcement Vendors. Licensee acknowledges that Licensor does not control, supervise, or assume any responsibility for the physical enforcement actions of any Enforcement Vendor. Licensor's role is strictly limited to providing software functionality for verifying vehicle status. While Licensor warrants the software will perform materially as described in the Documentation, Licensee acknowledges that enforcement actions involve human judgment. Licensor shall only be liable for enforcement-related Losses if such Losses resulted solely from a documented technical failure of the software to accurately report a vehicle's 'Approved' status at the time of the query.

13.3 Mandatory Vendor Compliance. Licensee shall ensure that any Enforcement Vendor complies with all Laws and maintains a written agreement that does not shift liability for enforcement errors to Licensor.

13.4 Comprehensive Indemnification. Licensee shall indemnify, defend, and hold Licensor Indemnitees harmless, except to the extent such Losses are directly caused by the gross negligence or willful misconduct of Licensor, from and against any and all Losses arising out of or relating to:

(a) Any act or omission of Licensee or its Enforcement Vendor in connection with the issuance, management, or processing of parking citations;

(b) Physical enforcement actions, including the towing, booting, or impounding of vehicles;

(c) Any alleged or actual violation of law, ordinance, or regulation by Licensee or its Enforcement Vendor; and

(d) Any disputes or claims by third parties relating to enforcement actions undertaken through or informed by the Licensed Software.

14. Miscellaneous.

14.1 Further Assurances. On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

14.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.3 Public Announcements. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party.

14.4 Notices. Any notice, request, consent, claim, demand, waiver or other communication under this Agreement will have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such addressee party may designate from time to time in accordance with this **Section 14.4**):

If to Licensor: ParkingPass.com LLC
4446 Inverrary Blvd, Lauderhill, FL 33319
E-mail: support@parkingpass.com
Attention: ParkingPass Management

If to Licensee: Centra Falls Homeowners Association, Inc.
1800 NW 124th Terrace, Pembroke Pines, FL 33028
E-mail: matt@amp-florida.com
Attention: Property Management

Notices sent in accordance with this **Section 14.4** will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, provided that the sender does not receive a "delivery failure" notification and the email is sent to the designated address above.

Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and *vice versa*; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

14.5 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

14.6 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14.7 Assignment. Licensee may assign or otherwise transfer this Agreement to a new owner in the event the property is sold. In the event of such a sale, the successor owner (the "New Owner") shall have a one-time right to terminate this Agreement by providing written notice to Licensor within thirty (30) days of the closing of the sale. If the New Owner exercises this right within said 30-day window, the Termination Fee set forth in Section 9.4 shall be waived. If no such notice is received within thirty (30) days of closing, the New Owner shall be deemed to have assumed all rights and obligations under this Agreement for the remainder of the Term. Any other purported assignment, delegation, or transfer in violation of this Section is void.

14.8 No Third-party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein,

express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.9 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.10 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.11 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Fort Lauderdale and County of Broward, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

14.12 Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

14.13 Equitable Remedies. Licensee acknowledges and agrees that a breach or threatened breach by Licensee of any of its obligations under **Section 2.2** (Use Restrictions), **Section 5** (Confidentiality), **Section 7** (Intellectual Property Rights) or **Section 10** (Indemnification) of this Agreement would cause Licensor irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Licensor will be entitled to equitable relief, including in a restraining order, an

injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

14.14 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

14.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth in **Section 9.1**.

ParkingPass.com LLC, a Florida
limited liability

By _____

Name: Mathieu Boileau
Title: President

**Centra Falls Homeowners
Association, Inc.**

By _____

Name:
Title:

SCHEDULE A

Parking Pass Features and Benefits

Paperless Resident Registration

Each community is provided with a unique keyword to organize all resident parking applications on our online website (www.parkingpass.com). Residents are only allowed to request approval for the maximum number of resident vehicles permitted at the property.

Resident Approval Portal

A verification system that ensures that only authorized residents are issued parking permits. The management and association can now organize all renters with their proper lease expirations, and insure that all vehicle paperwork is up to date. Our system requires the attachment of vehicle insurance, vehicle registration and a copy of the driver's license.

Online Guest Vehicle System

Effortless guest vehicle registration managed directly by residents online (no paper to manage). The My Friends and Family feature allows your residents to add frequent visitor vehicle information to their account, making the registration process quick and easy. Restrict the number of active guest vehicles per unit, and maximum number of guest pass days per license plate number.

Customized Parking Policy

Customizable property registration built around your property's unique parking rules and regulations. Set guest vehicle restrictions, select parking violation items at apply to your policy and specific monitor actions according to each item. Parking Manager allows you to be strict or lenient with your parking rules and regulations.

Virtual Patrol System

Provide access to your on-site security team or parking lot enforcer to search vehicle statuses via resident license plate or parking permit numbers. Full transparency and protection for your management staff and residents, with detailed violation reports that include high-resolution photographs, date and timestamps, and infraction details that are communicated via email and text to the violator.

Resident Messaging System

Efficient communication platform between your property managers and association members to your residents. Communicate directly with all unit owners and renters or to specific building numbers instantly.

Customized User Access

Control who has access to the Parking Pass software. Board members, property managers, office staff and security personnel have specific access and roles within our tool. This keeps data both safe and accessible.

Technical Support and Customer Success

Standard Support Access: Licensor provides a dedicated technical support team available to the management office and authorized staff to resolve software-related issues. Support requests may be submitted through the Licensor's online ticketing system, via email at support@parkingpass.com, or through the integrated live-chat feature available within the ParkingPass portal.

- **Business Hours & Live Support:** Live telephone, real-time chat, and CSR communication are available from 9:00 AM to 6:00 PM EST, Monday through Friday, excluding federal holidays. All resident inquiries must be directed to the Licensee's management office. If a resident contacts Licensor directly, Licensor may refer the resident back to the Licensee without further action.
- **Customer Success Manager (CSM):** Each Licensee will be assigned a Customer Success Manager as a primary point of contact for account-level inquiries, policy strategy, and high-level communications. Licensees may communicate with their CSM via email or scheduled calls during standard business hours.

***Response Times:** While technical support is provided at no additional cost, Licensor will prioritize tickets based on severity to provide timely responses and technical solutions.

****Exclusion of Resident Support:** Licensor does not provide direct support to residents.

Resident and Guest Vehicle Reports

Real-time reports provide up-to-date records of all resident and guest vehicles authorized to park within the community. Customers can now manage the frequency of particular guest vehicle registrations at the click of a button.

Pricing

- \$150 per month payable to ParkingPass.

Designated Sites

The specific physical location(s) authorized for use of the Licensed Software under this Agreement is/are:

Property Name: Centra Falls HOA

Property Address: 1800 NW 124th Terrace, Pembroke Pines, FL 33028

Total Unit Count: 89 Units

**Any expansion of the Licensed Software to additional properties or sites requires a written amendment to this Agreement and may be subject to additional fees.*

Termination Fee Calculation (Initial Term Only)

The Parties acknowledge that Licensor is providing implementation and onboarding services at no upfront cost to Licensee. Therefore, if Licensee terminates for convenience during the first twelve (12) months, a pro-rated Termination Fee shall apply to recoup these costs. The fee shall be calculated as follows:

- Initial Fee Amount: \$1,000.00
- Monthly Deduction: \$83.33 (1/12th of the initial fee) for each full month of service completed.
- Formula: $\$1,000.00 - (\$83.33 \times \text{Number of Full Months Paid})$.

Example: If Licensee terminates after 6 months of service, the fee due shall be \$500.02. After the completion of the 12-month Initial Term, the Termination Fee shall be \$0.00.

Revenue Share and Payouts

- Guest Pass Revenue Share (Optional Add-on): Licensor will provide a revenue share of 75% of all guest pass revenue earned to Licensee. This share is automatically split and processed at the time of purchase and is accessible to Licensee via the online portal.
- Manual Payout Service Fee: In the event Licensee elects to receive a manual payout (e.g., via quarterly check) rather than using the automated portal system, a 15% processing fee will be applied to the total amount of the revenue share to be received by Licensee.
- Minimum Threshold: Manual payouts will only be issued for cumulative revenue share amounts exceeding \$100.00.

Invoice Late Fee

- Any invoice remaining unpaid by Licensee past the due date shall be subject to a one-time late fee equal to ten percent (10%) of the total outstanding balance, as set forth in Section 6.3 of this Agreement.

Assigned Parking Marketplace Details (Optional Add-on)

- This feature is provided as an optional add-on to the standard Licensed Software.
- Licensor charges a base service fee of \$4.00 per spot per month for each parking space listed in the Marketplace.
- This fee is automatically deducted from the monthly rental price charged by the Licensee to the end-user.
- Any amount collected above the \$4.00 base fee constitutes the Licensee's revenue share, which is processed at the time of purchase and accessible via the online portal.
- In the event the Marketplace revenue is insufficient to cover the \$4.00 per spot fee, the remaining balance will be added to the Licensee's standard monthly invoice.
- While the software facilitates the transaction, the Licensee is responsible for the physical assignment of spots and any disputes arising from the use of rented spaces by residents or third parties.

- Technical support for the Marketplace feature is provided to the management office only; Licensor does not provide support to individuals renting spots through the Marketplace.