August 13, 2026

CALL AND NOTICE OF A REGULAR MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held on Monday, August 17, 2026, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial In: (818) 862-3332

T Williams

Terri Williams, Board Secretary
Burbank-Glendale-Pasadena Airport Authority

REGULAR MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Airport Skyroom
Monday, August 17, 2026
8:30 a.m.

The public comment period is the opportunity for members of the public to address the Committee on agenda items and on Airport-related non-agenda matters that are within the Committee's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached

Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

- ***Turn off cellular telephones and pagers.***
- ***Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.***
- ***If you desire to address the Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.***
- ***Confine remarks to agenda items or to Airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.***
- ***Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.***

▼▼▼

The following activities are prohibited:

- ***Allocation of speaker time to another person.***
- ***Video presentations requiring use of Authority equipment.***

▼▼▼

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.

▼▼▼

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

<u>A G E N D A</u>

Monday, August 17, 2026

1. Roll Call

2. Approval of Agenda

3. Public Comment

4. Approval of Minutes

   a. July 20, 2026 ***[See page 1]***

5. Items for Approval

   a. Flash Parking Inc. and Blink Network, LLC
   Software Subscription and End User Agreements ***[See page 4]***

   Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for:

   1) Approval of an annual subscription agreement with Flash Parking, Inc. ("Flash") for the use of its Flash OS platform, which is required to operate and manage the Authority's new Parking Access and Revenue Control System ("PARCS"). The first-year subscription amount of $27,427 will be paid by the Authority's design-builder, Holder, Pankow, TEC – A Joint Venture ("HPTJV"), and each subsequent year's subscription fee will be paid by the Authority, subject to an annual increase of up to 5%. Under the agreement, Flash will also manage the payment gateway vendor for all credit card processing and settlement for the PARCS, and the Authority will remain the merchant of record.

   2) Approval of an end user agreement with Blink Network, LLC ("Blink"), that is an administrative document identifying the primary contacts for the Authority and allowing the use of the Blink Charging Station Network Platform. This agreement stipulates that Blink will receive 10% of EV charging session fees along with an annual subscription fee of $240 per port for its EV charging stations (approximately $71,760 for the currently installed 299 charging ports). The first-year subscription fee will be paid by HTPJV, with the Authority paying each subsequent year's subscription fee.

   Due to the lead time needed for Flash and Blink to commission, configure, and test their systems, this item, subject to the Committee's recommendation, has also been placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

b. Increase in Ace Parking FY 2027 Budget Appropriations to Support Supplemental Shuttle Services ***[See page 7]***

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to increase the FY 2027 budget appropriations for ACE Parking III, LLC ("ACE") by $275,000 for the addition of supplemental shuttle services identified through the Operational Readiness Activation and Transition process to support Replacement Passenger Terminal ("RPT") Day One operations. These expenses include labor and fuel costs to support the activation of three additional shuttles in the Authority's fleet. The additional shuttles will supplement the three shuttles currently programmed in the FY 2027 budget serving routes to remote parking lots during peak passenger hours following the opening of the RPT in October 2026.

Due to the lead time needed for ACE to hire and onboard additional shuttle drivers, this item, subject to the Committee's recommendation, has also been placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

c. Amendment No. 4 to Professional Services Agreement with Allied Universal Security Services ***[See page 9]***

Staff seeks a recommendation from the Operations and Development Committee to the Commission for approval of a proposed Amendment No. 4 ("Amendment") to the Professional Services Agreement ("Agreement") with Universal Protection Service LP dba Allied Universal Security Services ("Allied"). The agreement is for airport security and traffic control services, as well as for consumer item inspection services that are reimbursed by food service and retail concessionaires. The Amendment exercises the second of two one-year extension options of the Agreement, adjusts the fee schedule for the November 2026 - October 2027 contract year, updates the federal requirements exhibit, and provides an opportunity for Allied to receive a revocable, no-fee license to use Replacement Passenger Terminal office space at the sole discretion of the Authority.

6. Items for Information

   a. Committee Pending Items ***[See page 13]***

7. Adjournment: To Monday, September 21, 2026, for the next regularly scheduled meeting of the Operations and Development Committee, 2627 Hollywood Way, Skyroom.

**MINUTES OF THE REGULAR MEETING OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JULY 20, 2026

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:35 a.m., by Commissioner Asatryan.

1. **ROLL CALL**

Present:	Commissioners Hampton (arrived at 8:42 a.m.) Talamantes, Asatryan
Absent:	None
Also Present:	Staff: John Hatanaka, Executive Director; Mary Lugo, Sr. Manager, Maintenance Department; Stephanie Gunawan-Piraner, Deputy Executive Director, Planning and Development; Vincent Nguyen, PE, Director of Engineering

2. **Approval of Agenda**

Motion	Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Asatryan.
Motion Approved	The motion was approved (2-0,1 absent).

3. **Public Comment** — There were no public comments.

4. **Approval of Minutes**

a. **June 15, 2026**	The agenda packet included a draft copy of the June 15, 2026, Committee meeting minutes for review and approval.
Motion	Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Hampton.
Motion Approved	The motion was approved (3-0).

5. **Items for Approval**

a. **Approval of Amendment No. 1 Landscape Maintenance Services Agreement**

Staff sought a recommendation from the Operations and Development Committee to the Commission for approval of a proposed Amendment No. 1 ("Amendment") to the Landscape Maintenance Services Agreement ("Agreement") with Parkwood Landscape Maintenance, Inc. The Amendment extends the Agreement for landscape maintenance services at the Airport from October 13, 2026, through April 30, 2028, and includes the new landscaping being installed at the Replacement Passenger Terminal. The revised cost for the 18-month extension is $663,786, billed at a rate of $36,877 per month.

Motion

Commissioner Asatryan moved approval; seconded by Commissioner Hampton.

Motion Approved

The motion was approved (3-0).

b. **Approval of Amendment No. 2 and Task Order Allowance Janitorial Services Agreement C&W Facility Services, Inc.**

Staff sought a recommendation from the Operations and Development Committee to the Commission for approval of:

1. A proposed Amendment No. 2 ("Amendment") to the Janitorial Services Agreement with C&W Facility Services, Inc. to extend janitorial services at the Airport and expand the scope of services to be performed at the Replacement Passenger Terminal. The cost for the 18-month extension and additional services will total $5,980,586.76, billed at a monthly rate of approximately $332,255, excluding janitorial consumables and supplies. Janitorial consumables and supplies will be reimbursed at cost and are currently estimated to be approximately $41,500 per month. The term of the Amendment is from October 13, 2026, through April 30, 2028.

2. An allowance of $200,000 for cleaning services up to October 13, 2026, for pre- and post-RPT event-related cleaning services, including the stocking of supplies, and any additional training, issued on a task order as-needed basis.

Motion

Commissioner Asatryan moved approval; seconded by Commissioner Talamantes.

Motion Approved

The motion was approved (3-0).

c. Approval of Amendment No. 1 Professional Services Agreement Taxiway A and C Extension Design Services	Staff sought an Operations and Development Committee recommendation to the Commission to approve a proposed Amendment No. 1 ("Amendment") to the Professional Services Agreement ("PSA") with HNTB Corporation for design of the Taxiway A and C Extension/Construction Projects. The Amendment proposes an increase of $170,000 to the PSA for design engineering services to cover unforeseen design changes. The Amendment would result in a total contract value not-to-exceed $3,515,260*.*
Motion	Commissioner Hampton moved approval; seconded by Commissioner Talamantes.
Motion Approved	The motion was approved (3-0).
6. Items for Information	
a. Committee Pending Items	Staff reviewed future items to be presented to the Committee.
7. Adjournment	The meeting was adjourned at 8:05 a.m. Adjournment: To August 17, 2026, for the next regularly scheduled meeting of the Operations and Development Committee, 2627 Hollywood Way, Skyroom.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
AUGUST 17, 2026

FLASH PARKING INC. AND BLINK NETWORK, LLC
SOFTWARE SUBSCRIPTION AND END USER AGREEMENTS

Presented by David Kwon
Deputy Executive Director, Finance and Administration

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for:

1) Approval of an annual subscription agreement, copy attached, with Flash Parking, Inc. ("Flash") for the use of its Flash OS platform, which is required to operate and manage the Authority's new Parking Access and Revenue Control System ("PARCS"). The first-year subscription amount of $27,427 will be paid by the Authority's design-builder, Holder, Pankow, TEC – A Joint Venture ("HPTJV"), and each subsequent year's subscription fee will be paid by the Authority, subject to an annual increase of up to 5%. Under the agreement, Flash will also manage the payment gateway vendor for all credit card processing and settlement for the PARCS, and the Authority will remain the merchant of record.

2) Approval of an end user agreement, copy attached, with Blink Network, LLC ("Blink"), that is an administrative document identifying the primary contacts for the Authority and allowing the use of the Blink Charging Station Network Platform. This agreement stipulates that Blink will receive 10% of EV charging session fees along with an annual subscription fee of $240 per port for its EV charging stations (approximately $71,760 for the currently installed 299 charging ports). The first-year subscription fee will be paid by HTPJV with the Authority paying each subsequent year's subscription fee.

Due to the lead time needed for Flash and Blink to commission, configure, and test their systems, this item, subject to the Committee's recommendation, has also been placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

BACKGROUND

The Authority's new PARCS is being furnished and installed by HPTJV as part of the Replacement Passenger Terminal ("RPT") project. The PARCS controls vehicle access to the Authority's public parking facilities and records, processes, and reports all parking transactions and revenue. The PARCS lane equipment, pay stations, license plate recognition devices, and related hardware are operated through Flash OS, the proprietary cloud-based software platform developed by Flash. Flash OS provides rate configuration, access control, transaction and revenue reporting, remote device monitoring, and customer support functionality. Since Flash OS is proprietary to Flash and is available only from Flash, an annual subscription with Flash is required for the new PARCS to operate.

The principal terms of the Flash subscription agreement are as follows:

1) The first-year subscription amount is $27,427, which will be paid by HPTJV as part of the design-build contract for the RPT project;
2) Each subsequent year subscription fee will be paid by the Authority, and the agreement allows for an increase of up to 5% in fees each year;
3) Flash will manage the payment gateway vendor for all credit card processing and settlement for the PARCS and a 10 cents per parking transaction fee will be charged to the Authority and will be re-evaluated based on transaction data in year 2 for a potential decrease. The Authority will remain the merchant of record for all parking transactions, and parking revenue will continue to settle directly to the Authority's bank account; and
4) The Authority will have the option to contract directly with Flash's payment gateway vendor, or with any other payment processing gateway vendor compatible with Flash OS, at any time in the future upon 90 days' notice to Flash.

In addition to the new PARCS, the Authority has installed EV charging stations in the new RPT parking structure, as required under the Development Agreement with the City of Burbank. The Blink EV charging stations are also being furnished and installed by HPTJV as part of the RPT project. These EV charging stations are operated through Blink's Charging Station Network Platform. The platform allows users to set up accounts for convenient use of the Authority's chargers and any other Blink EV charger in its network. Additionally, Staff will be able to monitor EV charging statistics using Blink's platform.

The principal terms of the Blink end user agreement are as follows:

1) The first-year subscription amount, currently estimated at $71,760, will be paid by HPTJV;
2) Each subsequent year subscription fee will be paid by the Authority;
3) The Authority has the sole discretion to establish and program EV charging rates and fees;
4) Blink will receive a 10% session processing fee, which includes credit card transaction fees, for all EV charging sessions; and
5) Due to the Blink Charging Station Network extending beyond the RPT Parking Structure, Blink will need to remain the merchant of record for all EV charging transactions, and EV charging fees will be settled by Blink and will be remitted to the Authority net of the 10% processing fee on a monthly basis.

If approved by the Commission, both agreements will be effective as of the commissioning date of each system. Staff will work with Flash and Blink to set up, configure, and test the new PARCS and EV charging stations in advance of opening day on October 13, 2026, including testing of the lane and pay station equipment, parking rate structures, credit card processing and settlement, and revenue reporting.
These additional ongoing expenses will be incorporated as part of Staff's proposal of RPT

Day 1 parking rates that will be presented to the Commission at its future meeting in September.

BUDGET IMPACT

The first-year subscription amounts of $27,427 (Flash) and $71,760 (Blink) will be paid by HPTJV and therefore has no impact on the Authority's fiscal year 2027 ("FY 2027") adopted budget. The second and subsequent years' subscription fees will be paid by the Authority, and appropriations will be included in subsequent budgets.

Appropriations for the parking transaction fees have been included in the FY 2027 adopted budget.

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission for the 1) approval of an annual software subscription agreement with Flash for the use of its Flash OS platform required to operate and manage the Authority's new PARCS and 2) approval of an end user agreement with Blink for the use of the Blink Charging Stations Network Platform for the RPT parking structure's new EV charging stations.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
AUGUST 17, 2026

INCREASE IN ACE PARKING FY 2027 BUDGET APPROPRIATIONS TO SUPPORT SUPPLEMENTAL SHUTTLE SERVICES

Presented by Scott Kimball
Deputy Executive Director, Business Development

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to increase the FY 2027 budget appropriations for ACE Parking III, LLC ("ACE") by $275,000 for the addition of supplemental shuttle services identified through the Operational Readiness Activation and Transition ("ORAT") process to support Replacement Passenger Terminal ("RPT") Day One operations. These expenses include labor and fuel costs to support the activation of three additional shuttles in the Authority's fleet. The additional shuttles will supplement the three shuttles currently programmed in the FY 2027 budget serving routes to remote parking lots during peak passenger hours following the opening of the RPT in October 2026.

Due to the lead time needed for ACE to hire and onboard additional shuttle drivers, this item, subject to the Committee's recommendation, has also been placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

BACKGROUND

On July 10, 2023, the Commission awarded a Parking and Shuttle Services Agreement ("Agreement") to ACE. The Agreement provides for ACE's performance of self-park management services, valet parking services, and shuttle services for the Airport. As compensation, ACE receives a management fee and reimbursement of operating expenses that are consistent with the approved annual budget.

On March 16, 2026, the Commission granted a preliminary budget authorization for ACE to enter into a lease for up to eight 40-foot CNG shuttles with Complete Coach Works of Riverside, California. The larger shuttles are required to address the change in courtesy shuttle operations that occurs upon the opening of the RPT, including service to rental car operations located in the Regional Intermodal Transportation Center ("RITC") and to the new long-term remote public parking in the southeast quadrant of the Airport. Of the eight shuttles authorized, six were ultimately leased.

The adopted FY 2027 budget reflects the operation of three of these 40-foot shuttles on the RITC and Lot G route, together with the corresponding driver staffing and fuel appropriations.

Since the adoption of the FY 2027 budget, Jacobs conducted further analysis as part of the ORAT process. The analysis modeled headways, dwell times, and passenger loading against projected enplanement and deplanement patterns for the RPT.

The results indicate that the currently programmed three shuttles are sufficient to maintain acceptable headways during off-peak periods, but are not sufficient to absorb demand during the passenger peak periods that occur at several points throughout the day. Without supplemental service during those peaks, passengers traveling between the RPT, the RITC, and Lot G would experience extended wait times.

To address these peaks, Staff proposes activating additional shuttles from the leased fleet during peak periods only. Deploying the shuttles on a peak-period basis, rather than in continuous all-day service, limits the incremental staffing and fuel costs while preserving service levels when demand is highest.

BUDGET IMPACT

The estimated cost of the additional bus drivers and the associated fuel costs for the supplemental 40-foot CNG shuttles is approximately $275,000.

The requested increase is to the ACE budget appropriations for FY 2027 operating shuttle expenses. Appropriations for the ongoing cost of this service will be included in subsequent budgets. Upon opening of the RPT, Staff will continue to monitor and evaluate the shuttle service operation to optimize customer service levels.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission an increase in the FY 2027 budget appropriations for ACE in the amount of $275,000 to support supplemental shuttle services for RPT Day One operations.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
AUGUST 17, 2026**

**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT WITH
ALLIED UNIVERSAL SECURITY SERVICES**

Presented by Ray Hunting
Manager, Security and Badging

SUMMARY

Staff seeks a recommendation from the Operations and Development Committee ("Committee") to the Commission for approval of a proposed Amendment No. 4 ("Amendment"), copy attached, to the Professional Services Agreement ("Agreement") with Universal Protection Service LP dba Allied Universal Security Services ("Allied"). The agreement is for airport security and traffic control services, as well as for consumer item inspection services that are reimbursed by food service and retail concessionaires. The Amendment exercises the second of two one-year extension options of the Agreement, adjusts the fee schedule for the November 2026 - October 2027 contract year, updates the federal requirements exhibit, and provides an opportunity for Allied to receive a revocable, no-fee license to use Replacement Passenger Terminal ("RPT") office space at the sole discretion of the Authority.

BACKGROUND

In October 2022, the Commission awarded the Agreement to Allied for a three-year base term from November 1, 2022, through October 31, 2025, with two one-year extension options. The Commission exercised the first extension option and the Agreement currently is set to expire on October 31, 2026. The scope of airport security, traffic control, and consumer item inspection services under the Agreement are:

(i) Perimeter Security: Per the security directives issued by TSA, the Authority is required to provide "positive control" and identification of each person that has access to the Secured Area of the Airport. Part of this positive control requires staffing by security personnel at checkpoints on the airfield to verify the identity of each person physically and if that person is authorized to enter the Secured Area. Additional airport security services may be authorized on an as-needed basis.

(ii) Aviation Workers Screening: Per the National Amendment by TSA, the Authority is required to provide random screening of employees going from the public areas of the terminal to Security Identification Display Areas or Sterile Areas. Employees are being screened for explosives, weapons, and incendiary devices.

(iii) Traffic Control: To ensure vehicular flow and pedestrian safety from the congestion generated by the increasing vehicle activity on the airport loop roadway, traffic control personnel are stationed starting from the crosswalk located next to the short-term parking structure to past Terminal B. Traffic control personnel also manage vehicle activity along the terminal curb front and at the rideshare pickup location as needed.

(iv) Airport Consumer Item Inspection: Inspection of commercial merchandise and consumables by screened individuals within the Sterile Area of the terminal for any prohibited item as well as allowing entry in this area by approved Security Identification Display Area badge holders. This specific service is fully reimbursable by the food service and retail concessionaires.

PROPOSED AMENDMENT

The proposed Amendment will exercise the second extension option so that the Agreement will expire on October 31, 2027. Approval of fee schedule increases is at the Commission's discretion. The proposed Amendment will approve a 2027 fee schedule in which the hourly rates for Airport Security Supervisors, Consumer Item Inspection Officers, Employee Screening Officers, RPT Officers, and TNC Lot Officers would increase from $39.33 to $40.96 (4.14%). The hourly rates for SIDA Checkpoint Officers and Vehicle Traffic Control Officers would increase from $33.08 to $34.70 (4.90%). The associated holiday/overtime bill rates would increase by the same percentages.

Although the proposed fee increase exceeds the Consumer Price Index (CPI), which is 3.3%, Staff believes approval is in the Authority's best interest. Allied has consistently met the Authority's operational requirements, and maintaining the current contractor will provide continuity of operations during the Authority's transition to the RPT. The extension also will provide Staff the time to (i) evaluate a potential revision to the scope of services necessary to support the operation of the RPT and (ii) issue a Request for Proposals for these services.

The proposed revisions are listed below.

Position	**2026 Rate**	**2027 Rate**	**% Increase**
Airport Security Supervisor, Consumer Item Inspection, Employee Screening Officer, RPT, TNC Lot	**$39.33**	**$40.96**	**4.14%**
SIDA Checkpoint Officer, Vehicle Traffic Control Officer, Vehicle Traffic Control Officer (TNC)	**$33.08**	**$34.70**	**4.90%**

The proposed Amendment includes the addition of a new provision to the Agreement to allow Allied to obtain office space in the RPT to support the security, traffic control, and consumer item inspection services at the Airport. The new provision allows such space to be granted on a revocable, no fee license basis at the sole discretion of the Authority pursuant to operating memoranda executed by the Executive Director. Under the new provision, the Executive

Director will be authorized to execute, modify, or cancel such operating memoranda without additional Commission action.

BUDGET IMPACT

During the extension term, the Agreement's authorized not-to-exceed amount will remain limited to the appropriations included in the Authority's adopted budget. The appropriations in the adopted FY 2027 budget include the request for the above rate increase. Airport consumer item inspection services are activity-based and fully reimbursable by the in-terminal concessionaires throughout the fiscal year.

STAFF RECOMMENDATION

Staff seeks the recommendation of the Committee to the Commission that it approve the proposed Amendment and authorize the President to execute the same.

ALLIED UNIVERSAL
There for you.

Hollywood Burbank Airport
2027 Security Fee Schedule
7/13/2026

2026 Security Bill Rate Schedule (Effective 11/1/2025 thru 10/31/2026		
Post Description	**Regular Hourly Rate**	**Holiday/Overtime Bill Rate**
Airport Security Supervisor(s)	**$39.33**	**$59.00**
Consumer Items Inspections	**$39.33**	**$59.00**
Employee Screening Officer	**$39.33**	**$59.00**
RPT	**$39.33**	**$59.00**
TNC Lot	**$39.33**	**$59.00**
SIDA Checkpoint Officer	**$33.08**	**$49.62**
Vehicle Traffic Control Officer	**$33.08**	**$49.62**
Vehicle Traffic Control Officer TNC	**$33.08**	**$49.62**

2027 Security Bill Rate Schedule (Effective 11/1/2026 thru 10/31/2027		
Post Description	**Regular Hourly Rate**	**Holiday/Overtime Bill Rate**
Airport Security Supervisor(s)	**$40.96**	**$61.44**
Consumer Items Inspections	**$40.96**	**$61.44**
Employee Screening Officer	**$40.96**	**$61.44**
RPT	**$40.96**	**$61.44**
TNC Lot	**$40.96**	**$61.44**
SIDA Checkpoint Officer	**$34.70**	**$52.05**
Vehicle Traffic Control Officer	**$34.70**	**$52.05**
Vehicle Traffic Control Officer TNC	**$34.70**	**$52.05**

Allied Universal Security Services

Richard Dirmandzhyan
General Manager

8-11-2026
Dated

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
AUGUST 17, 2026

COMMITTEE PENDING ITEMS

Future	Tentative Presentation
1. Award of Contract - Private Wireless Network	TBD

End User Paper Work

Chargers

Serial #:

Map Visibility: Yes ☑ No ☐ **EVSE Accessibility:** Public ☑ Private ☐

Primary Contact for Account/Dashboard Access

Name: Armen Avoyan
Address: 2827 N Hollywood Way City,State,Zip: Burbank, CA 91505
Phone: 818-840-8840 Email: aavoyan@bur.org

Additional Delegates

Name/Email:

Sonia Perez/sperez@bur.org

Primary Contact for Invoice

Name: Armen Avoyan
Address: 2827 N Hollywood Way City,State,Zip: Burbank, CA 91505
Phone: 818-840-8840 Email: aavoyan@bur.org

Primary Contact for Reporting & Payment Remittance

Name on check for Remittance Payment (Matches W-9)
Name: Burbank-Glendale-Pasadena Airport Authority
Address: 2627 N Hollywood Way City,State,Zip: Burbank, CA 91505-1062
Phone: 818-840-8840 Email: ggevorgyan@bur.org

Primary Contact for Day to Day operations of Charging Stations

Name: Armen Avoyan
Address: 2827 N Hollywood Way City,State,Zip: Burbank, CA 91505
Phone: 818-840-8840 Email: aavoyan@bur.org

End User/Host Acceptance:

Client Signature: ______________________ Date: ______________
Print Name & Title ______________________

The purchase/use of equipment hereunder is governed by the standard terms and conditions available at https://blinkcharging.com/legal/terms-of-use and https://blinkcharging.com/legal/terms-and-conditions-of-purchase

The purchase/use of Blink Network Services hereunder is governed by the standard terms and conditions available at https://blinkcharging.com/legal/blink-network-terms-and-conditions

Please provide the organization's W-9 and Tax-Exempt Certificate when returning the document to Blink.

Funding Find EV charging grants & incentives Explore programs

blink

Terms of Use

Learn More

Terms and Conditions of Purchase

Learn More

Extended Warranty Terms and Conditions

Learn More

Blink Network Terms and Conditions

Learn More

Blink Network Terms

and Conditions

Last Modified: December 2, 2025

This Blink Network, LLC (“Blink,” “we,” or “us”) Account Agreement and its terms and conditions (the “Agreement” or “Terms and Conditions”) apply between all users (“Users,” “User,” “you,” or “your”) of this website (“Website” or “Site”) the Blink mobile application (“Mobile Application”), Blink Charging Stations, the Blink Network, and/or the Blink API, including but not limited to registered members, and, Blink Charging Co. (and its subsidiaries and affiliates), the owner of this Website and the Mobile Application.

By installing and operating a Blink electric vehicle (“EV”) EV charger on the Blink Network; opening a Blink account and/or using a Blink-issued user card and/or using a Blink-provided user code or guest code (“Code”), and/or using the Blink networked EV charging services (“Blink Network”), you agree to the terms specified in this Agreement. These Terms and Conditions apply to the use of and (where applicable) purchase of products and services, including but not limited to use of supportive services and information posted to the Site and/or the Mobile Application. Please read these Terms and Conditions carefully, as they affect your legal rights.

Upon entering into this Agreement with Blink, you may have recently purchased a Blink Charging Station, purchased and/or were provided with one or more radio frequency identification (“RFID”) card(s) and/or you may have received a Code that will allow you access to the public and/or residential Electric Vehicle (“EV”) charging stations on the Blink Network (each, a “Blink Charging Station”). This Agreement applies to and is made part of each application you may submit to open an account with the Blink

Network (“Blink Account”). By submitting an application to open a Blink Account, you acknowledge and consent to the Terms and Conditions of this Agreement, and to Blink’s Privacy Policy (blinkcharging.com/privacy-policy), all of which may be updated from time to time without giving notice to its Users. In addition, this Agreement may be changed at any time without prior notice. All such changes shall be posted on this Website and/or on the Mobile Application. You should check the Website and/or Mobile Application for such changes frequently. Your continued access to, and use of, the Blink Charging Stations and any applicable ancillary services, including, but not limited to the use of and/or access to the Blink Network and/or the Blink’s Website, API, or Mobile Application (the “Services”), after such changes are posted, conclusively demonstrates your acceptance of those changes. You acknowledge and agree that Blink may collect, on behalf of itself and/or its clients (“Hosts”) non-personally identifying data relating to the usage of Blink Charging Stations and the fees charged to Users by such Hosts for access to the Blink Charging Stations. All such information may be shared by Blink with third parties at Blink’s sole and absolute discretion. The way we use your information is detailed in our Privacy Policy.

1. Fees. You agree to pay all applicable fees (“Fees”) for connecting to the network, accessing Blink Charging Stations, or those fees associated with any use of the Services, including using your RFID card(s) at a Blink Charging Station, or remotely, through a customer service agent at your request, or by using a Code or any application embedded in a smartphone or in similar technology.

2. Permitted Use. Use the Services solely in accordance with instructions provided to you by Blink. You hereby agree to comply with all applicable laws and regulations, as well as any policies and rules set by a Host (either the owner of the Blink Charging Station or the owner of the property on which the Blink Charging Station is located) when using Blink Charging Stations and/or Services.

3. Statements. You are required to promptly review your Blink statements and/or other payment method statements related to the Services (such as your credit card statement) and notify Blink's customer service in writing of any issues you might have regarding the Fees. All Fees not contested within 30 days of the corresponding statement date will be: (i) in the case of Fees not yet paid, deemed due and payable; and (ii) in the case of Fees already paid, non-refundable.

4. Update Your Information. You are required to promptly update your online account information, including changes to your name, email address, mailing address, telephone number, credit card information (including credit card number, expiration date, and billing address) upon the occurrence of any change to such information. Failure to update your information may result in account cancellation. You will remain liable for all Fees billed to your Blink Account until the date your Blink Account is canceled by you or Blink.

5. Billing. You may use an RFID card or a Code to pay Fees on any Blink Charging Station you are allowed to use (with explicit or implicit permission from the Host). When using your RFID card for payment of Fees, the Blink EV Charging Station will read your RFID card or accept your Code, and a record of your transaction will be created. Fees will be charged to your Blink Account in accordance with the price configured by the Host and/or Blink for that specific Blink Charging Station. It is your responsibility to be made aware of the prices charged to your Blink Account and/or to your credit card. Make sure to keep your RFID card or Code secure, if you or any other person uses your RFID card or Code at a Blink Charging Station, you agree to pay the Fees specified thereof. You agree that Blink may share with its Hosts or another duly authorized party, any information specified in this Blink Account Agreement regarding your usage and payments for the purposes of processing and collecting fees and enforcing Blink Network's policies and related contractual obligations.

6. Fees. Our Fees are charged: (i) by kilowatt-hour ("kWh") of energy dispensed to the vehicle; or (ii) by the time the vehicle is plugged into the Blink Charging Station rounded up to thirty-second intervals or 1-hour intervals, depending on the specific Blink Charging Station; or (iii) by a flat fee for the total session ("session-based rate"), depending on the location of the Blink Charging Station. Blink maintains an updated schedule of pricing rates by region on the Blink Network website. Additionally, certain Blink Charging Stations charge a non-refundable occupancy fee for cars plugged into the Blink Charging Station after the charging session has ended. Certain Blink Charging stations may also charge a per-session access fee.

7. Authorization Hold, Fees, and Charges. Although you provide your credit card information when you apply for an RFID card or when you request a Code, your credit card will not be charged until you utilize a Blink Charging Station. Blink reserves the right to place an authorization hold of up to $100 on the provided payment method (the "**Authorization Hold**"). This Authorization Hold is temporary, and you will only be billed for the Fees incurred at the conclusion of your charging session. Please be advised that it may take up to seven (7) days for your financial institution to release the Authorization Hold.

8. Collection. In the event that payment on your credit card is declined, Blink may suspend or terminate your account. In addition, Blink may institute collection proceedings against you for all outstanding and unpaid balances, including all fees, costs or other expenses (including, without limitation, reasonable attorney fees) incurred by Blink in connection with its collection efforts.

9. RFID Card Replacement. If your RFID card fails to operate for reasons other than abuse or improper use and you return it to the Blink Customer Service Center, a replacement will be sent to you at no additional charge. If your RFID card is lost or stolen, please report the loss or theft immediately by accessing your Blink Account and updating the appropriate status, or, if you do not have access to the internet, inform Blink Customer Service immediately (see contact information at the end of this document). You remain liable for all Fees initiated with your RFID card or Blink Code until you have notified Blink that your RFID card has been lost or stolen. Blink Codes are good for use within three (3) days of purchase and are non-refundable.

10. Information. You agree that the information on your Service usage may be used by Blink to analyze averages, trends, and other anonymous patterns of usage, as per the Blink Privacy Policy as provided on the Blink Website. You agree that Blink may access your Blink Account your Blink Charger and/or your residential charger (if applicable) for service-related or data collection purposes and that Blink may share non-personally identifiable data with third parties in connection with government grants, private agreements, and/or other contractual obligations.

11. Public Nature of Charging Stations. By connecting your EV Charger to the Blink Network, unless you specifically request otherwise in writing, you are granting access to the EV Charger to all Blink members and guests. Such access is limited to utilizing the EV Charger for charging purposes.

A. INTELLECTUAL PROPERTY

1. Trademarks. "BlinkCharging.com," "Blink Network," "Blink," and all logos related to the Services are either trademarks or registered trademarks of Blink or third parties. You may not copy, imitate or use them without Blink's prior written consent. Included in our intellectual property are all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Blink. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Blink website, any content thereon, the Services, the technology related to the Services, and any and all technology and any content created or derived from any of the preceding is the exclusive property of Blink and its licensors. BLINK is a U.S. and European Union registered trademark and service mark of Blink Charging Co. All other brand names, product names, or trademarks belong to their respective holders.

2. Limited License. If you are using Blink's software such as an API, developer's toolkit or other software application (the "Software") that you have downloaded to your computer, device, or other platform, then Blink is granting you a revocable, non-exclusive, non-transferable license to use the Software in accordance with the Blink licensing agreements. You may not rent, lease or otherwise transfer your rights in the Software to a third-party. You must comply with any use requirements and restrictions Blink may place on the Software and Services at Blink's sole discretion. If you do not comply with Blink's use requirements and restrictions you will be liable for all resulting damages suffered by you, Blink and third parties. Blink may change or discontinue any of the Software with or without notice to you.

a. If your EV Charger is connected to the Blink Network, for the price agreed to between yourself and Blink, Blink grants you a revocable, non-exclusive, non-transferable license to use the Network and underlying Software in accordance with these Terms and Conditions.

b. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the Software. You acknowledge that all rights, title, and interest to the Software and Network are owned by Blink. Any third-party software application you use on Blink's website is subject to the license you agreed to with the third-party that provides you with their software. Blink does not own, control nor have any responsibility or liability for any third-party software application you elect to use on the Blink website and/or in connection with the Services.

3. Restricted Activities. In connection with your use of the Services or in the course of your interactions with Blink, other users, or third parties, you will not: Breach this Agreement, or any other agreement or policy that you have agreed to with Blink, or:

4.

a. Violate any law, statute, ordinance, or regulation;

b. Infringe on Blink's or any third-party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

c. Act in a manner that is defamatory, trade libelous, threatening or harassing;

d. Provide false, inaccurate or misleading information;

e. Send what we reasonably believe to be potentially fraudulent funds;

f. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;

g. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;

h. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website, mobile App, Blink API, or the Services;

i. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;

j. Circumvent any Blink Policy or determinations about your Account such as temporary or indefinite suspensions or other limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to create new or additional Account(s) when an Account has been restricted, suspended or otherwise limited; creating new or additional Accounts using Information that is not your own (e.g. name, address, email address, etc.); or using someone else's Account;

k. Harass or threaten our employees, agents, or other users.

B. DISCLAIMER OF WARRANTIES. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BLINK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BLINK MAKES NO WARRANTY THAT (i) THE

SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (ii) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

C. LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT BLINK SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES.

D. Indemnity. You agree to indemnify, protect, and hold harmless: (i) Blink and its directors, officers, employees, agents and distributors, and (ii) Hosts, and their respective directors, officers, employees and agents (collectively, the "Indemnified Parties") from all liability for any loss, damage or injury to persons or property arising from or related to your misuse or misapplication of the Services or otherwise for your negligence or misconduct.

To the maximum extent allowed by law, you agree to, and hereby do, release the Indemnified Parties from all liability for loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the Services. You agree that none of the Indemnified Parties will incur any obligation or liability for any such loss, damage or injury to the maximum extent allowable by law. Your sole and exclusive remedy against the Indemnified Parties will be the replacement of any defective RFID card(s). Notwithstanding anything to the contrary herein, Blink's liability arising from Services and/or Blink Charging Stations shall not exceed the total Fees you have paid to Blink for the Services provided hereunder.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, PARTS OF, OR THE ENTIRE DISCLAIMER, LIMITATIONS, AND RELEASE MAY NOT APPLY TO YOU.

E. AGREEMENT TO ARBITRATE. You and Blink each agree that any and all disputes or claims that have arisen or may arise between you and Blink, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

YOU AND BLINK AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND BLINK AGREE OTHERWISE, THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER BLINK USERS.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator(s) can award the same damages and relief on an individual basis that a court can award to an individual. The arbitrator(s) also must follow the terms of this Agreement as a court would. All issues are for the arbitrator(s) to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of subsection (a) of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). The Notice to Blink should be sent to Blink, Attn: Legal Department, Re: Notice of Dispute, 5081 Howerton Way, Suite A, Bowie, MD 20715. Blink will send any Notice to you to the physical address we have on file associated with your Account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided including a description of the nature and basis of the claims the party is asserting and the relief sought. If you and Blink are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or Blink may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. The arbitration shall be held in Miami-Dade County, Florida. If the value of the relief sought is $10,000 or less, you or Blink may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Blink subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Blink may attend by telephone, unless the arbitrator(s) require otherwise. Any settlement offer made by you or Blink shall not be disclosed to the arbitrator(s). The arbitrator(s) will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different Blink Users but is/are bound by rulings in prior arbitrations involving the same Blink user to the extent required by applicable law. The award of the arbitrator(s) shall be final and binding, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules unless otherwise stated in this Agreement to Arbitrate. With the exception of any of the provisions in subsection (a) of this Section if a court decides that any part of this Section is invalid or unenforceable, the other parts of this Section shall still apply. If a court decides that any of the provisions in subsection (a) of this Section is invalid or unenforceable, then the entirety of this Section shall be null and void. The remainder of the User Agreement will continue to apply.

IF YOU ARE A NEW USER, YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE USER AGREEMENT FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO BLINK, ATTN: LEGAL DEPARTMENT, 5081 HOWERTON WAY, SUITE A, BOWIE, MD 20715.

The Opt-Out Notice should include the subject line "Opt-Out" and the body must include your name, address, phone number, and the email address(es) used to log into Blink account(s) to which the opt-out applies. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Agreement, including all other provisions of this Section will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us. If you opt out of arbitration, we reserve the right to terminate our relationship with you. If you opt-out, any disputes arising out of our relationship will be governed in accordance with the laws of the State of Florida without regard to conflict of laws. By opting out of the Arbitration Agreement you expressly agree to submit to the jurisdiction and proper venue of the competent state or federal courts located in Miami-Dade County, Florida.

Notwithstanding any provision in the Agreement to the contrary, you and Blink agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Blink prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and Blink. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on BlinkCharging.com at least 30 days before the effective date of the amendments and by providing notice through email. If you do not agree to these amended terms, you may close your account within the thirty-day period, and you will not be bound by the amended terms.

BLINK PRO MEMBERSHIP ACCOUNT AND BILLING TERMS

Once you upgrade to a Pro account, you will be unable to downgrade to a Blink Plus membership. The Blink Pro Membership Account is the default membership for any Blink Members signing up after August 11, 2020. In addition to the Blink Pro Membership Account-specific terms, it is subject to all of the Terms and Conditions of a Blink Plus Membership. With your new Blink Pro Membership Account, you will be able to pre-load funds to your account. The dollar value that you load onto your Blink account is a prepayment for charging your vehicle at any charger on our Network. We recommend upgrading to the Blink Pro Membership account to make it easier for you to charge with us and to make your relationship with us more rewarding. Unless otherwise required by law or permitted by this Agreement, the dollar value you load onto your Blink Pro Membership Account is non-refundable and may not be redeemed for cash. The value on your Blink Pro Membership Account is not insured by the Federal Deposit Insurance Corporation (FDIC), nor does it earn interest.

The Blink Pro Membership Account is not targeted towards, nor intended for use by, anyone under the age of 15. If you are between the ages of 15 and 18, you may only sign up for a Blink Pro Membership Account under the supervision of a parent or legal guardian who agrees to be bound by this Agreement.

1. Loading Value on Your Pro Account. In the United States and Canada, you can load value on your Blink Card by going online to BlinkCharging.com or calling (888) 998.2546. There may be a delay from the time you pay the amount to be loaded onto your account and those funds being available for use. You may not have more than $500 in value loaded to your account at any time, and no more than $2,000 may be associated with your account in a single day. This means that the activity on your account cannot exceed $2,000 over the course of a day. There is a minimum amount that you may load on your account at any given time, and that amount is typically $5. We may change any of these amounts at any time without notice to you.

If you use a credit or debit card to reload your account, prior to charging your credit or debit card, an authorization process will occur for the amount of your purchase or reload transaction (“Transaction”). The authorization process will validate the credit or debit card number, status, available credit or funds and billing information to ensure that it matches what the bank or card company has on file. Your bank or Blink may attempt to contact you for additional information prior to authorizing the Transaction amount. For credit cards, once an authorization is received, you may notice a decrease in your available credit line. Your bank may hold this dollar amount from your credit line or available balance for a short period of time determined by the policy of your bank before your Transaction is fulfilled. For debit cards, your bank may pre-authorize a charge to your deposit or checking account and place a temporary hold on the funds before your Transaction is fulfilled. Regardless of whether you use a credit or debit card, your card will be charged only upon fulfillment of your Transaction. If your Transaction is cancelled, Blink will request an authorization reversal on your behalf. Reversal times may vary. We recommend contacting your bank or credit card company to learn about their authorization and authorization reversal policies.

All amounts loaded onto your account are denominated in the currency of the country in which it was sold (the “base currency”). When you make a purchase in a different country, the Transaction total is converted from the currency of that country (the “local currency”) to the base currency and deducted from your account balance. No fees or other charges are made to your account for the currency conversion. However, note that your bank or card provider may charge you a separate fee if you are using a credit or debit card or other accepted payment method to load your account outside of the U.S. Blink does not receive any portion of, and does not have any control over, any such fee. Although the actual balance of your account is kept in the base currency, the balance shown on your receipt will be in the local currency of the store location. Transactions that occur on our website are denominated in U.S. dollars. Currency conversions are based on currency exchange rates applicable on the date of the Transaction.

You can reload online or over the phone, to make reloading your account easier, you can link a payment method to your Blink account (which you can access at BlinkCharging.com) and reload either manually online when you choose or set up auto-reload. With automatic reload, you simply set the reload balance at which you want to trigger the reload to your account. We will charge the credit or debit card associated with your account or you can provide us with new payment information. We will send you an email confirming the automatic reload Transaction terms and bill your credit card or debit card according to the schedule and/or amount you have selected. We will also send you an email after each reload to let you know your Blink Card has been reloaded. You can change your reload preferences at any time, but changes may take up to twenty-four (24) hours to take effect. To discontinue the automatic reload feature, you must log-in to your Blink account at least twenty-four (24) hours before the next scheduled reload. Once the dollar value is loaded, the Transaction cannot be reversed.

2. Low Balance. Blink reserves the right to reject a charging session if a Blink Pro Membership Account member's balance reaches $0. Until the member's account has been reloaded, that member will be unable to utilize any Blink charging stations or charging stations on the Blink Network.

If a Blink Pro Membership Account member's balance reaches $0 in the middle of a charging session, Blink will utilize the user's credit or debit card associated with their account to cover the cost of the charging session. The charging session continues unimpeded until stopped by the Member. Immediately following the charging session in which the balance falls below $0 the credit or debit card associated with the Member's account will be charged. The member will be emailed a receipt of the transaction. If a Blink Pro Membership Account member's credit card on file is not active and the charge session continues the Member will be notified of the negative balance on their account. The Member's account will be temporarily suspended until the Member adds funds to their account and clears the negative balance. At any time if member's credit card is not active, the user will not be able to load money onto their prepaid account until they provide a valid credit or debit card.

3. Fees and Expiration of Card Balances. We do not charge any activation, service, dormancy or inactivity fees in connection with your account. Your account has no expiration date nor does the value on your account ever expire.

4. Receipts and Transaction History. When you use your account, a receipt will be made available. The receipt will indicate that the purchase was made using your account and will provide the remaining balance of your account. Please check your online Transaction history regularly to ensure that your Transaction history and account balance are correct. You can check the balance of your account or review recent Transactions on your account at BlinkCharging.com We may also send you statements of activity on your Blink Pro Membership Account.

5. Billing Errors, Corrections. We will correct the balance of your account if we believe that a clerical, billing, or accounting error occurred. If you have questions regarding your Transaction history or any correction, or if you wish to dispute any Transaction or correction that has been applied to your account, please call Customer Service. Assuming you provide sufficient details, we will review your claim and tell you what we find. We will correct any error promptly after we finish our review. If we do not find any error, we will explain what we found. We have no obligation to review or correct any billing error unless you provide us sufficient notice for us to review your claim within sixty (60) days of the date of the Transaction in question.

6. Fraud Associated with Your Blink Account or Account Balance. We will not accept any account charges or will limit use of any account or account balance, if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful, and we consider such action appropriate to limit our risk. Blink has no liability to you for any third-party fraud or unlawful activity associated with any Blink account or account balance.

7. Registration, Liability for Unauthorized Transactions. To register for the Blink Pro Membership Account visit BlinkCharging.com or download the Blink Mobile app. When registering for the Blink Pro Membership Account, you agree that you will: (i) provide complete and accurate information about yourself; and (ii) update such information if it changes. If you do not provide or update such information, or if we have reasonable grounds to suspect that you have not provided or updated such information, we shall have the right, in our sole and absolute discretion, to disable your account. If you believe your account has been disabled in error, please call customer service. You are responsible for: (a) the accuracy of all information that you provide to us; and (b) maintaining the confidentiality and security of your account information.

You should treat your Blink Account or the Blink Pro Membership Account and RFID card like cash and not disclose your Blink Account or the Blink Pro Membership Account or RFID card information to anyone. If your Blink RFID Card or Blink Account or the Blink Pro Membership Account information is lost or stolen, anyone who obtains possession of either may use your account. You are responsible for all transactions on your account, including unauthorized transactions. However, if your RFID card is lost, stolen or destroyed, your RFID card can be replaced with the balance remaining on it at the time you contact us. Your registered RFID card and balance is protected from the time you notify us. We will freeze the remaining balance on your Blink account or the Blink Pro Membership Account at the time you notify us, a new RFID card will be issued, and the proper security measures will be taken to protect your account.

8. Using the Blink Website, API, or Mobile Applications. You may access and use Blink's Website, API, and Mobile Application to obtain information regarding Blink Charging Station locations and other content and features that Blink may make available. The use of the Blink Website, API, and Mobile Application is subject to these Terms and Conditions and the Blink Privacy Policy. You are responsible for all use of the Blink Website, API, and Mobile Applications under your username. You acknowledge and agree that Blink may modify the Blink Website, API, and mobile applications in any way and at any time, with or without notice. You further acknowledge and agree that, while Blink has attempted to provide accurate information on the Blink Website, API, and Mobile Application, such information may change frequently and in no event will Blink be responsible for the accuracy, usefulness or completeness of any information, materials or other content on or related to the Blink Website, API, or Mobile Apps, nor does it warrant that any such information, materials, or other content is the most current version thereof.

9. Offers from Third-Party Organizations. From time to time, you may receive offers via your Blink Account or the Blink Pro Membership Account from other organizations ("Third Party Organizations"). Acceptance and performance under such offers are strictly between you and those Third-Party Organizations. Blink does not assume responsibility for any performance by these organizations, and you agree: (i) to look solely to the Third-Party Organizations, and (ii) to release Blink from any liability, with respect to any offers you might accept from such Third-Party Organizations or their affiliates. These Third-Party Organizations conduct business for themselves and are not part of the Blink business. As such, you should always make sure to review their terms of service and privacy policies so that you may better understand what is being offered, what is expected of you and what may be done with any personally identifying information you provide to them.

10. Termination. Either Party may terminate this Agreement at any time and for any reason. If you wish to terminate your Blink Account and this Agreement, you must notify Blink in writing. Following any termination, you shall remain responsible for any and all unpaid Fees associated with your Blink Account or the Blink Pro Membership Account. If such unpaid charges are not promptly remitted, you may become liable for additional service charges, fees or penalties, and you may be subject to collection actions for any unpaid balance. If you are a charging station operator and you wish to terminate this Agreement your charging station will be removed from the Blink Network.

11. Bay Area Air Quality Management District EVSE Deployment Program Participants. Participants in the Bay Area Air Quality Management District ("DISTRICT") Electric Vehicle Supply Equipment ("EVSE") Deployment Program ("Program") with Blink, hereby expressly agree and acknowledge the following:

1.

a. You purchased or leased a Vehicle that is registered in your name and at an address located within the DISTRICT's jurisdiction;

b. You purchased EVSE that is installed at the same address as the Vehicle is registered;

c. You obtained permits and any other required approvals from the local governing agency for the installation of your EVSE;

d. You agreed to operate your Vehicle and EVSE for a minimum of three years;

e. You provide your charging usage data to Blink and DISTRICT for Program evaluation purposes;

f. You allow Blink or DISTRICT to notify the local utility of the address where the EVSE is installed;

g. You allow Blink or DISTRICT to inspect the location where EVSE was installed;

h. Individuals may only participate in the Program once and you are not already receiving funding from the DISTRICT for participation in the Program though another Program contract provider;

i. Participation in the Residential EVSE Reporting Component of the Program is voluntary;

j. "Vehicle," under this subheading, shall mean a plug-in electric vehicle that was purchased or leased on or after December 1, 2010, with a gross vehicle rating below 14,000 pounds; and

k. “Participant,” under this subheading, shall mean a person that, lives in the Bay Area during the term of the Program, and has to the knowledge of Blink, complied with the foregoing Program Residential EVSE Reporting Component requirements.

HOST-SPECIFIC TERMS AND CONDITIONS

1. PROVIDER’S RESPONSIBILITIES AND AGREEMENTS

1.1 Network Operation. The Provider shall be responsible for: (i) provisioning, operating, maintaining, administering, and supporting the Blink Network infrastructure (but excluding Hosts’ EVSEs and infrastructure for transmitting data from Networked EVSE to any Blink Network operations center); (ii) provisioning, operating, maintaining, administering, and supporting the Network Web Portals; (iii) acquisition and registration of new Blink Account Holders, administration and support of Blink Accounts and provisioning the support services for Users embodied in the Blink Services, and (iv) using commercially reasonable efforts to comply with all applicable laws and regulations governing, restricting or otherwise pertaining to the use, distribution, export or import of data, products, services and/or technical data whether such information or data relates to either the Host or Users in connection with the Blink Network.

1.2 Purchased Blink Services. The Provider shall make the Purchased Blink Services available to Host for each Networked EVSE listed on the invoice to which these Terms apply during the Subscription Term. The Provider represents and warrants that: (i) it has the power and authority to enter into and be bound by these Terms, (ii) the Blink Services shall perform materially in accordance with the Documentation, (iii) it will provide all support for

Purchased Blink Services and technical support and maintenance for all Software Applications as set forth in the Documentation, including, without limitation, Upgrades and will use commercially reasonable efforts to make the support services and the Purchased Blink Services available 24 hours a day, 7 days a week, 365 days per year, except for planned downtime, (iv) except as otherwise set forth herein, the functionality of the Blink Services shall not materially decrease during the Subscription Term, and (v) it will use commercially reasonable efforts to ensure that it does not transmit to Host any Malicious Code (excepting Malicious Code transmitted to Provider by Host). Host's exclusive remedy for a breach of any of the foregoing shall be as provided in Section 7.4 and Section 7.5 as set forth below.

1.3 Limitations On Responsibility. Neither Provider, its distributors nor any of its other authorized representatives shall be responsible for, or makes any representation or warranty to Host with respect to the following: (i) specific location(s) or number of Networked EVSE now, or in the future, owned, operated and/or installed by hosts other than Host, or the total number of Networked EVSE that comprise the Blink Network; (ii) continuous availability of electrical service to any Networked EVSE; (iii) continuous availability of any wireless or cellular communications network or internet service provider network not operated by Provider; (iv) availability of or interruption of the Blink Network attributable to unauthorized intrusions; (v) EVSE that are not registered and activated with the Blink Network, and (vi) the continued availability of any Google services incorporated for use with the Blink Services; provided that, if Google ceases to make the Google Application Programming Interface ("API") or any similar program available on reasonable terms for the Blink Services, the Provider shall make commercially reasonable efforts to replace the Google API or such similar program with products providing similar functionalities if such products are available upon terms which the Provider, in its reasonable discretion, believes are commercially reasonable; and provided further that, if Google ceases to make the Google API or similar program available, or available on reasonable terms for the Blink Services, the Provider may cease providing such features without entitling Host to any refund, credit or other compensation.

1.4 Disclaimer Of Warranty. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE PROVIDER NOR ANY OF ITS DISTRIBUTORS OR OTHER AUTHORIZED REPRESENTATIVES, AS APPLICABLE, MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY FOR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

2. HOST RESPONSIBILITIES AND AGREEMENTS

2.1 General. Host shall be solely responsible for: (i) the purchase and installation of Host's EVSE and other electrical vehicle charging products; (ii) registration with and activation of Host's EVSE on the Blink Network through a Network Web Portal, including, without limitation, keeping current Host's contact information, email address for the receipt of notices hereunder, billing address for invoices and payment of Host's Net Session Fees due under these Terms; (iii) determining the pricing (including all applicable Taxes and Regulatory Charges) for any services accessed by Users through Host's Networked EVSE that are designated Commercial EVSEs and any conditions limiting access thereof, (iv) if a Networked EVSE is moved from its registered Host Location, Host shall notify Provider and so that Provider may update the registered Host Location of the Networked EVSE on the appropriate Network Web Portal within five (5) business days of making any such change(s); (v) provisioning and installation of appropriate signage that clearly and prominently identifies and, where appropriate, provides directions to the Host Property Locations so that they may be easily located by Users; (vi) designation of each Networked EVSE as either a Commercial EVSE or a Free EVSE; (vii) keeping Networked EVSE and Host Property Locations(s) clean and free of graffiti, unauthorized advertising, debris and other materials that would obscure, block access or otherwise detract from or cast a negative light on the reputation of the Provider; (viii) the maintenance, service, repair and/or replacement of Host's Networked EVSE as needed, whether purchased from Provider or otherwise; (ix) assuring the accessibility, lighting and other factors pertaining to the safety of Users while utilizing the EVSEs not directly related to the design or manufacture of the EVSEs themselves.

2.2 Representations And Warranties Of Host. Host represents and warrants to the Provider, its distributors and other authorized representatives that: (i) Host has the power and authority to enter into and be bound by these Terms and to install the EVSEs and any other electrical vehicle charging products to be registered and activated on the Blink Network at the Host Location(s); (ii) Host assumes all responsibility that the electrical usage consumed by any of Host's Networked EVSE does not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Host is a party; and (iii) Host will comply with all applicable laws and regulations in performance of its obligations and duties hereunder.

2.3 Further Agreements Of Host Made In Connection With Registration Of Evse On The Blink Network And Use Of Blink Services. Host further acknowledges and agrees with the Provider and its distributors and authorized representatives, as applicable, as follows: (i) Host will not remove, conceal or cover the Blink Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked EVSE or any peripheral equipment for use in connection with the Networked EVSE for so long as such EVSEs are Networked EVSE; (ii) Host shall comply with, and shall have responsibility for and cause all other persons accessing or using Network Web Portals to comply with, all of the rules, regulations and policies of the Provider, as well as other networks and computer systems used to access Network Web Portals, whether operated by Host, its suppliers or others and Host agrees to indemnify and hold the Provider, Blink, and their respective distributors and authorized representatives, directors, shareholders, officers, agents, employees, permitted successors and assigns harmless from any third party notices, allegations, claims, suits or proceedings (each, a "Claim") resulting from Host's use of Network Web Portals and the Blink Services in violation of the terms of this Section 2.3; (iii) Host shall: (A) use its commercially reasonable efforts to prevent unauthorized access to Purchased Blink Services, (B) use the Purchased Blink Services only in accordance with the Documentation and applicable laws and government regulation, (C) shall not sell, resell, rent or lease the Purchased Blink Services, (D) shall not interfere with or disrupt the integrity of the Blink Network, the Blink Services or any third party data contained therein, and (E) shall not attempt to gain unauthorized access to the Blink Network or the Blink Services or their related systems or networks. All data collected by the Provider in connection with the operation of the Blink Network shall be owned by the Provider and Host acknowledges and agrees that Host shall have no right of access or the use of such data for any purpose other than the management of Host's Networked EVSE while registered with the Blink Network. Host agrees to comply with the privacy policy set forth on host.blinknetwork.com.

3. SESSION FEES AND PAYMENT FOR PURCHASED BLINK SERVICES

3.1 Session Fees. Host shall have sole authority to determine a User's Session Fees (which shall include all applicable Taxes and Regulatory Charges) applicable to Host's Networked EVSE.

3.2 Session Transaction Fees. In exchange for the Provider collecting Session Fees on behalf of the Host, the Host hereby authorizes the Provider to deduct from all Session Fees collected a Session Processing Fee in the amount equal to 10% of the Session Fee, or as such fees may be updated from time to time in accordance herewith.

3.3 Payment To Host Of Net Session Fees. The Provider shall remit all Net Session Fees to Host not more than fifteen (15) days after the end of each calendar month to the address provided by Host to Provider. Notwithstanding the foregoing, if there are unpaid Subscription Fees (as defined below) and/or there are outstanding amounts owed for the Equipment purchase price, to the extent permitted by law, Host expressly agrees that until such balances are full paid, the Provider has the right to (i) offset any balances owed by Host to Provider or (ii) withhold payment of Net Session Fees. Provider shall have no obligation to notify Host of such offset but may do so on the Host's request.

3.4 Subscription Fees. Host shall pay the annual Subscription Fee of $240 per port for Level 2 and $480 per port for DCFC, or such other amounts as may be updated from time to time in accordance herewith. Subscription Fees shall be invoiced and payable either (a) by direct invoice issued by Blink, or (b) by deduction from Host's revenues payable under the Statement of Usage, at Blink's discretion, provided that Blink shall use reasonable efforts to apply such deduction-based billing only where Host's stations are actively monetized. The applicable billing method shall be communicated to Host in advance and may be revised by Blink upon notice. Payment shall be due within fifteen (15) days of the commencement of each renewal term, unless deducted from Host's revenues in accordance with clause (b) above.

Except as otherwise specified herein:

(i) Subscription Fees are quoted in and payable in U.S. Dollars;

(ii) Subscription Fees are based on the Blink Services subscribed to by Host, and not on Host's actual usage of such services; (iii) payment obligations are non-cancelable and non-refundable; and (iv) Subscriptions are non-transferable.

Subscription Fees are based on annual periods that begin on the date of the Subscription start date and end on each annual anniversary thereafter.

For the purpose of this section the term: **"Monetize"** or **"Monetization"** means that the Host charges, collects, or is entitled to collect usage fees, access fees, session fees, or any other form of direct payment from end users or third parties for use of the EV charging stations or related services. A Host is deemed to "monetize" a station if the Host sets pricing on the charging platform that results in revenue to the Host or to any affiliated entity of the Host.

3.5 Overdue Subscription Fees. If any invoiced Subscription Fees are not received by the Provider by the due date, then such charges: (i) may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per quarter, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until paid, and (ii) the Provider may condition future Subscription renewals and new Subscriptions on payment terms other than those set forth herein.

3.6 Acceleration And Suspension Of Blink Services. If any amount owing by

Host under these Terms for Subscription Fees for Purchased Blink Services or under any other agreement between the Provider (or an Affiliate of Provider) and Host is more than thirty (30) days overdue (or, in the event that Host has authorized the Provider to charge the amount owing to Host's credit card and payment under such credit card has been declined, more than 5 days has passed since Host has received notice from the Provider of such event), the Provider may, without otherwise limiting the Provider's rights or remedies, accelerate Host's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the use by Host of the Purchased Blink Services until such amounts are paid in full.

3.7 Taxes And Regulatory Charges. Unless required by law or otherwise stated herein, Session Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("Taxes") or any fees or other assessments levied or imposed by any governmental regulatory agency ("Regulatory Charges"). Host is responsible for the payment of all Taxes and Regulatory Charges hereunder in connection with Purchased Blink Services, Session Fees and Session Processing Fees; provided, that the Provider is solely responsible for all Taxes and Regulatory Charges assessable based on the Provider's income, property and employees. Where the Provider is required by law to collect and/or remit the Taxes or Regulatory Charges for which Host is responsible, the appropriate amount shall be invoiced to Host and deducted by the Provider from Session Fees, unless Host has otherwise provided the Provider with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

4. PROPRIETARY RIGHTS

4.1 Reservation Of Rights. Subject to the limited rights granted expressly hereunder, Provider reserves all right, title and interest in and to the Blink Services, including all related Intellectual Property Rights. No rights are granted to Host hereunder except as expressly set forth herein. Provider shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the Blink Services any suggestions, enhancement requests, recommendations or other feedback provided by Hosts or Users relating to the Blink Services.

4.2 Restrictions On Use. Host shall not: (i) create derivative works based on the Blink Services, (ii) copy, frame or mirror any part or content of the Blink Services, (iii) reverse engineer any EVSE or Software Application, or (iv) access the Blink Network, any Network Web Portal or the Blink Services in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or “look and feel” of any Network Web Portal or the Blink Services.

4.3 GRANT OF LIMITED LICENSE FOR BLINK MARKS

4.3.1 License Grant. Host is granted under these Terms the nonexclusive privilege of displaying Blink Marks during the Subscription Term in connection with the Networked EVSE installed by Host. Host warrants that it shall not use any of the Blink Marks for any products other than the Networked EVSE at the Host Property Locations(s). Provider may provide trademark usage guidelines with respect to Host’s use of the Blink Marks which will be made available on a Network Web Portal, in which case Host thereafter must comply with such guidelines. If no such guidelines are provided, then for each initial use of the Blink Mark, Host must obtain Provider’s prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Host may use the Blink Mark in the approved manner. The Blink Marks may not be used under these Terms as a part of the name under which Host's business is conducted or in connection with the name of a business of Host, provided that Host shall be under no obligation to exercise the license granted hereunder. Host agrees it will not list Provider or use the Blink Marks in conjunction with the name or mark of a competitor of Provider. Notwithstanding anything to the contrary contained in this Section, Host shall not obscure or partially obscure any Blink Marks placed on Host's EVSE.

4.3.2 No Registration Of Blink Marks By Host. Host will not take any action, directly or indirectly, to register or apply for or cause to be registered or applied in Host's favor or in the favor of any third party any Blink Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially similar to a patent, trademark, service mark, copyright, trade name or registered design of Blink or the Provider, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Host by Blink or the Provider.

4.3.3 Use Of Blink Marks By Host On The Internet. Host shall be entitled to use the Blink Marks to promote the Blink Network on Host-owned websites and through the internet advertising of Host, provided, that Host is limited to using the Blink Marks in connection with the Internet as follows: (i) the use must be in compliance with local rules regarding advertising of the Networked EVSE and the Blink Network on the Internet; (ii) no license is granted to use or register any domain name containing "Blink" or the Blink Marks; and (iii) Host will at all times indicate that each of the Blink Marks is a mark of Provider and used under license, as appropriate. Host agrees to allow the limited use of its name and/or logo in Provider's standard investor/shareholder presentation materials.

4.3.4 Termination And Cessation Of Use Of Blink Marks. Upon termination of the Subscription Term, Host and its Affiliates will immediately discontinue all use and display of the name “Blink” and the Blink Marks.

5. INDEMNIFICATION

5.1 Indemnification Of Host By Provider. Provider shall defend at its expense any third party notices, allegations, claims, suits, or proceedings (“Claim”) against Host to the extent alleging that the use of any of the Blink Services as permitted hereunder or the Blink Marks as furnished hereunder infringes or misappropriates the Intellectual Property Rights of any third party, and to pay costs and damages finally awarded in any such suit or agreed to by Provider in settlement with such third party (including reasonable attorney’s fees and expenses), provided that Provider is notified promptly in writing of the suit and at Provider’s request and at its expense is given control of said suit and all requested reasonable assistance for defense of same. Provider agrees that it shall not settle any Claim unless Host, as applicable, is unconditionally released from any liability as part of any settlement. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any Intellectual Property Rights by the combination of a product (including the Blink Services) furnished by Provider with other elements not furnished by Provider if such infringement would have been avoided by the use of the Blink product (including in conjunction with the Provider-furnished Blink Services) alone.

5.2 Indemnification Of The Provider By Host. Host shall defend the Provider, its distributors, authorized agents, directors, shareholders, officers, agents, employees, permitted successors, and assigns against any Claim (i) as a result of Host’s negligence or willful misconduct or (ii) alleging that Host’s use of the Blink Network or Blink Services in violation of these

Terms infringes or misappropriates the Intellectual Property Rights of any third party or violates applicable law, and to pay costs and damages finally awarded in any such suit or agreed to by Host in settlement with such third party (including reasonable attorney's fees and expenses), provided that Host is notified promptly in writing of the suit and at Host's request and at its expense is given control of said suit and all requested reasonable assistance for defense of same. Host agrees that it shall not settle any Claim unless Provider, its distributors, and/or other authorized representatives, as applicable, are unconditionally released from any liability as part of any settlement.

5.3 Limitation Of Liability. Except for liability for indemnification against third party claims for infringement or misappropriation of intellectual property rights, Provider's aggregate liability under these Terms shall not exceed the aggregate Subscription Fees paid by Host to the Provider in the calendar year prior to the event giving rise to the Claim. THE FOREGOING DOES NOT LIMIT HOST'S PAYMENT OBLIGATIONS FOR THE PURCHASED BLINK SERVICES.

5.4 Exclusion Of Consequential And Related Damages. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS IN ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL THE PROVIDER, ITS AFFILIATES OR THEIR RESPECTIVE DISTRIBUTORS OR OTHER AUTHORIZED REPRESENTATIVES BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE BLINK NETWORK, ANY BLINK SERVICES, THESE TERMS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY HOST NOT SPECIFICALLY SET FORTH IN

THESE TERMS AND EVEN IF THE PROVIDER, ITS AFFILIATES OR THEIR RESPECTIVE DISTRIBUTORS, OTHER AUTHORIZED REPRESENTATIVES, SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO ALL HOSTS.

5.5 Exclusive Remedy. The foregoing states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party with respect to any Claim described in this Section.

5.6 Electrical, Cellular And Internet Service Interruptions. None of the Provider, its Affiliates, any of their respective distributors, other authorized representatives, or Host shall have any liability whatsoever to the other with respect to damages, including but not limited to data loss caused by: (i) electrical, wireless, cellular and/or internet outages, interruptions, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause; (ii) interruptions in wireless or cellular service linking Networked EVSE to the Blink Network; (iii) interruptions attributable to unauthorized Blink Network intrusions; or (iv) interruptions in services provided by any internet service provider.

6. TERM AND TERMINATION

6.1 Term. These Terms shall become effective on the date of Provider's acceptance of the purchase order and issuance of an invoice and continues until all automatic renewals have been terminated or otherwise have expired.

6.2 Term Of Purchased Subscriptions. Subscriptions purchased by Host commence on the start date specified in the purchase order and shall continue for the applicable Subscription Term specified therein for each

Subscription or until the Purchased Blink Services provided pursuant to any Subscription are otherwise terminated, changed or canceled by the Provider or Host pursuant to the terms and conditions set forth herein.

6.3 Automatic Renewal Of Subscriptions. All purchased Subscriptions shall be automatically renewed for a period equal to that of the expiring Subscription, unless either party gives the other notice of non-renewal at least sixty (60) days prior to the scheduled expiration date for the relevant Subscription Term. The per-unit pricing for any renewal term shall be equal to the per-unit pricing of the prior term unless the Provider shall have given Host notice to the email address for the Host Account that Host has provided hereunder of any increase in pricing for Subscriptions at least seventy-five (75) days prior to the end of such expiring Subscription, in which case the price increase shall be effective upon renewal and thereafter.

6.4 TERMINATION

6.4.1 BY THE PROVIDER. The Subscription Term and the Purchased Blink Services furnished hereunder may be suspended or terminated: (i) after thirty (30) days written notice to Host that it is in material breach of any of Host's obligations under these Terms, and Host shall have failed to cure such breach prior to the expiration of said thirty (30) day period, provided however that if Host cures its default within thirty (30) days of such suspension or termination, the suspension or termination of Purchased Blink Services shall be restored and these Terms shall continue in effect, (ii) Host becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, (iii) upon the determination by any regulatory body that the subject matter of these Terms is subject to any governmental regulatory authorization or review if such authorization or review results in an order of suspension or an order that materially increases the costs to Provider of providing the services; or (iv) upon 60 days written notice to Host.

6.4.2 BY HOST. The Subscription Term may be terminated by Host for cause: (i) upon thirty (30) days written notice given to the Provider alleging a material breach of these Terms and the alleged breach remains uncured at the expiration of such thirty-day period, or (ii) the Provider becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. These Terms may be terminated by Host upon the voluntary deactivation and removal from registration via the applicable Network Web Portal of all Networked EVSE owned by Host from the Blink Network, at which time these Terms shall terminate effective immediately; provided, that Host shall not be entitled to any refund of Subscription Fees as a result of such termination and shall be required to pay any remaining annual fees for any remaining months in the then- current term or renewal term.

6.5 Refund Or Payment Upon Termination. Upon any termination of the Subscription Term for cause by Host pursuant to Section 7.4.2(i) or (ii) or the election of the Provider to terminate the Subscription Term pursuant to Section 7.4.1(iii) or (iv), the Provider shall refund to Host the pro-rata portion of any pre-paid Subscription Fees for the remainder of the applicable Subscription Term for all Subscriptions after the effective date of termination. Upon any termination for cause by the Provider pursuant to Section 7.4(i)(i) or (ii) or upon the voluntary removal from registration and activation of all of Host's Network EVSEs from the Blink Network, Host shall pay any unpaid Subscription Fees covering the remainder of the Subscription Term. In no event shall any termination relieve Host of any liability for the payment of Subscription Fees or Session Processing Fees for any period prior to the termination date.

7. WAIVER. The failure of either Party at any time to require performance by the other Party of any obligation hereunder will in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof will not constitute a waiver of the provision itself. The failure of either Party to exercise any of its rights provided in these Terms will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of the Party against whom such waiver is sought to be enforced. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

8. FORCE MAJEURE. Except with respect to payment obligations, neither the Provider nor Host will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence (a "Force Majeure Event"). A Force Majeure Event will include, but not be limited to, fire, flood, earthquake or other natural disaster (irrespective of such party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a party from performing its obligations under these Terms; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

9. APPLICABLE LAW. These Terms will be construed, and performance will be determined, according to the laws of the State of Florida without reference to such state's principles of conflicts of law (the "Applicable Law") and the state and federal courts of Florida shall have exclusive jurisdiction over any claim arising under these Terms.

10. WAIVER OF JURY TRIAL. Each Party hereby waives any right to jury trial in connection with any action or litigation arising out of these Terms.

11. SURVIVAL. Those provisions dealing with the Intellectual Property Rights of Provider, Proprietary Rights, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of these Terms will remain in full force and effect as between the Parties hereto as contemplated hereby.

12. SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of these Terms or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of these Terms, or the application of such term or provision to these Terms, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby. If, however such invalidity or unenforceability will, in the reasonable opinion of either Party cause these Terms to fail of its intended purpose and the Parties cannot by mutual agreement amend these Terms to cure such failure, either Party may terminate these Terms for cause as provided herein above.

13. ACCESS. Host may not access the Blink Services if Host is a direct competitor of Provider without Provider's prior written consent. In addition, Host may not access the Blink Services for purposes of monitoring the availability, performance or functionality of Blink Services, or any other benchmarking or competitive purpose.

14. NO AGENCY OR PARTNERSHIP CREATED BY THESE TERMS. Provider, in the performance of these Terms, is an independent contractor. In performing its obligations under these Terms, Provider shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by Provider and any Host to be created by these Terms. Host expressly agrees and acknowledges that Provider shall have the right to provide the Blink Services to any third party, including without limitation, competitors of Host. All of these Terms are binding on the signatory to the Quote and/or the business entity it represents. The signatory represents that it has authority to bind the entity on behalf of whom it signs.

15. MISCELLANEOUS. Nothing in these Terms is intended to obligate or commit Provider to provide any services other than as set forth herein. The invoice and purchase order relating to these Terms may be executed in two or more counterparts (including scanned and/or electronic copies and/or electronic signatures), all of which together shall be considered a single instrument. These Terms (including any exhibits) constitutes the entire agreement, and supersedes all prior agreements and understandings (both written and oral) of the parties hereto with respect to the subject matter hereof, and cannot be amended or otherwise modified except in writing executed by the parties hereto. These Terms shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Nothing contained in the Agreement, whether expressed or implied, is intended to give or shall be construed as giving anyone other than the parties and the named Host and their successors or assigns any rights under these Terms. These Terms may be assigned by Provider to a parent, a wholly-owned subsidiary, an affiliate, any entity with which it might merge, or to any successor-in-interest without notice to Host.

CONTACT US

Blink Customer Service: 1-888-998-2546

By Mail:

Blink Network, LLC
Customer Support
17301 Melford Boulevard,
Bowie, MD 20715
USA

Copyright © 2009-2026 Blink Charging, Co. All Rights Reserved. No portion of this Website or Service may be reproduced in any form, or by any means, without prior written permission from Blink Charging Co. or its authorized representative.

Find your EV charging solution

We take care of it all so

you don’t have to worry about a thing.

REQUEST A QUOTE

Find Your Charging Station on the Blink Charging App

Copyright Blink Charging Co. © 2026

FLASH

Order Form Number: Q-86203	**Date**: 08/29/2025
Customer Name & Address **Name:** Burbank–Glendale–Pasadena Airport Authority **Address:** 2627 N. Hollywood Way, Burbank, CA 91505 **Facility Name:** Hollywood Burbank Airport **Facility Address;** 2827 N Hollywood Way, Burbank, California 91505-1062	**Customer Contact Information** **Name:** Armen Avoyan **Email:** Aavoyan@BUR.org
FlashParking, Inc. **("Company")**	**Company Contact Information:** **Name:** Mike Brill **Email:** mike.brill@flashparking.com

FLASH OS™ General Information:

The FLASH OS platform is comprised of a number of different products and solutions. Those products on the applicable quote are being ordered by Customer as Flash Offerings or Services in accordance with the Terms and Conditions (as defined below) for the pricing terms set forth herein.

Flash OS Portal. You will be granted a limited non-exclusive revocable license to access and use the Flash OS Portal (the "Portal"). For certain products, the Portal provides all of the back-end functions necessary to run the Flash OS, including access to a 24/7 call center, payment processing, product management and financial reporting.

Payment Gateway Services. If Flash is providing Payment Gateway Services to Customer, additional terms and fees may apply as set forth in the applicable payment services addendum attached hereto.

Warranty: The warranty is as set forth in Section 11 (Limited Warranty; Disclaimers; Limitation of Liability; Remedies) of the Terms and Conditions and the Disclaimers.

Initial Term: 12 Months

Payment Terms: All payments are to be made by check or by electronic funds transfer (EFT), automated clearing house (ACH), wire transfer, or other secure electronic payment method acceptable to the Company. Payments made by check must be sent via certified mail to the Company's designated lockbox at Chase, P.O. Box 735582, Dallas, TX 75373. Overnight check payments may be sent to FlashParking, Inc., Attn: Accounts Receivable, 2500 Bee Caves Rd., Bldg. III, Ste 400, Austin, TX 78746. All checks must reference the applicable invoice order number. Payments made by electronic funds transfer, ACH, or wire transfer shall be made to the Company's designated financial institution using the account information provided by the Company on such invoice.

Upon signing this Order Form, Customer shall be invoiced and pay for 50% of the Purchase Price. Customer shall be invoiced for an additional 40% of the Purchase Price upon delivery of the Equipment at Facility Address set forth above. Customer shall be invoiced and pay the final 10% of the Purchase Price upon successful completion of the Commissioning Services. Monthly Recurring Payments will be invoiced monthly in arrears starting upon successful completion of the Commissioning Services.

Notwithstanding the foregoing payment schedule and anything to the contrary in this Order Form, Customer hereby delegates to its contractor, Taft Electric (the "Contractor"), the payment of all invoices for the Purchase Price attributable to the Initial Term, and directs that such invoices shall in the first instance be issued to the Contractor for payment on Customer's behalf. Customer's execution of this Order Form is required to authorize and acknowledge the Flash Offerings and Services described herein. Such delegation shall not relieve Customer of its underlying payment obligation, and in the event the Contractor defaults on, or otherwise fails to make, any payment of the Purchase Price for the Initial Term when due, Customer shall remain responsible for, and shall promptly pay, any such unpaid amounts upon written notice from the Company. The Company shall be entitled to pursue payment from the Contractor and Customer in any order. For the avoidance of doubt, this delegation is limited to the Initial Term only, and all amounts due for any Subsequent Term or renewal, including all Monthly Recurring Payments and any recurring software or license fees billed following the Initial Term, shall be invoiced to and be the sole payment responsibility of the Customer.

Scope of Agreement; Software Only (This Order Form): The Parties acknowledge and agree that these Terms and Conditions are intended to govern this Order Form and any future Order Forms entered into by the Parties that reference these Terms and Conditions. Notwithstanding anything to the contrary, solely with respect to this Order Form, this Agreement governs the license and provision of Software and related Subscription Services only, and the procurement, delivery, and installation of any Equipment or hardware, and any related Installation Services and Commissioning Services, are outside the scope of this Order Form and shall be governed exclusively by a separate equipment and installation agreement between the applicable parties. Solely with respect to this Order Form, to the extent any provision of this

Agreement addresses, imposes obligations or liability with respect to, or otherwise conflicts with the terms governing the procurement, delivery, installation, or commissioning of Equipment or hardware, such provision shall be void and of no force or effect as between the Parties. For the avoidance of doubt, this software-only limitation applies only to this Order Form; any future Order Form that references these Terms and Conditions may include Equipment, hardware, Installation Services, and Commissioning Services, and in such case the full terms of this Agreement, including all provisions governing Equipment, hardware, Installation Services, and Commissioning Services, shall apply to and govern such future Order Form except to the extent expressly modified therein.

Product Type	**Monthly Recurring Payments**	**Purchase Price**
Software – Term 12 Months	-	$27,228.00
Installation	-	$199.00
Implementation	-	$0.00
Subtotal (before applicable taxes)	**$0.00**	**$27,427.00**

Following the Initial Term, monthly SaaS software fees will be billed at the current rates, subject to the annual increase set forth in Section 4.1.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PURCHASE AND USE OF ANY FLASH OFFERINGS AND SERVICES FROM THE COMPANY ARE SUBJECT TO THE FLASH OS™ LICENSE, SERVICE AND PRODUCT USAGE TERMS AND CONDITIONS AS SET FORTH BELOW (THE "TERMS AND CONDITIONS"). ANY CHANGES TO THE TERMS AND CONDITIONS SHALL REQUIRE A WRITTEN AMENDMENT SIGNED BY BOTH PARTIES. CAPITALIZED TERMS USED HEREIN AND NOT OTHERWISE DEFINED SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED THERETO IN THE TERMS AND CONDITIONS.

EACH OF THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS AND THE TERMS SET FORTH IN THIS ORDER FORM, DATED AS OF THE DATE SET FORTH ABOVE.

FLASHPARKING, INC.	**Burbank–Glendale–Pasadena Airport Authority**
BY:	**BY:**
NAME: Brian Jalowiec	**NAME:** ______________________
TITLE: AVP- West	**TITLE:** ______________________

FLASH OS™ License, Service and Product Usage Terms and Conditions

These License, Service and Product Usage Terms and Conditions (the "Agreement" or "Terms and Conditions", which shall include any and all schedules, addendums, or attachments incorporated herein, as well as all amendments or supplements of such documents and the Agreement) is entered into and effective as of the date of successful completion of the Commissioning Services (the "Effective Date") by and between FlashParking, Inc., a Delaware corporation, Flash Infrastructure Financing I, LLC, a Delaware limited liability company, or any of their Affiliates (as applicable, "Flash" or the "Company") and the customer listed on the Order Form ("Customer"). Flash and Customer at times are each referred to herein as a "Party" and, collectively, as the "Parties."

This Agreement sets forth the terms and conditions governing Customer's purchase of any configuration of Equipment, Services, and Software (each as defined below, and collectively "Flash Offerings").

An Order Form will provide, where applicable, a description of the Flash Offerings to be provided by Flash and the consideration to be paid for by Customer for the same.

Supplemental terms and conditions necessary for certain Flash Offerings may be included in an addendum to this Agreement. In the event of a conflict between the terms of any Order Form, addendum, attachment, or any other agreement or communication between Customer and the Company, this Agreement shall supersede, govern and control to the extent of the inconsistency, unless expressly stated otherwise.

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

1 Description of the Flash OS System

1.1 Kiosks, gates, ticket dispensers, scanners, RFID readers, electric vehicle supply equipment, cameras and other hardware and accessories to be delivered to Customer as specified in the relevant Order Form and any additional Order Forms entered into by the Parties from time to time shall be referred to as "Equipment".

1.2 Any programmed code contained within the Equipment or used by Flash in the delivery of any of the Services shall be referred to as "Software" and may be further described in the Order Form and additional terms may apply pursuant to attachments thereto.

1.3 Flash may provide the services set forth below (collectively, the "Services") which shall be further described in an Order Form according to the Customer's purchase. The Services may include:

1.3.1 installation, electrical, cabling, and related services required to place the Flash Offerings into service at Customer's sites ("Installation Services");

1.4 consulting, administrative, and technical services ("Professional Services");

1.4.1 hosted subscription services provided by Flash through the Flash portal, FlashParking.com website, through any mobile application offered by Flash, or through any other means by which Flash chooses to deliver the Software in the future ("Subscription Services");

1.4.2 merchant payment services for use with the Equipment and Services by means of a credit card, debit card, prepaid card, gift card, loyalty card, discount card or other means of payment, including crediting or debiting such cards ("Payment Gateway Services"). Payment Gateway Services will conform at all times to applicable laws pertaining to PCI compliance. Payment Gateway Services are rated as a DSS Level 1 for PCI Compliance.

1.4.3 Final inspection, configuration, start-up, testing and enrollment services required to bring the Equipment and Services into full operation, including confirming appropriate interface/communications with the Flash data center(s) ("Commissioning Services").

1.5 Additional Services and other Flash Offerings may become available over time and a description thereof and any necessary terms and conditions related thereto will be included in an addendum to this Agreement.

1.6 Flash may subcontract any Service in whole or in part to subcontractors selected by Flash. Any subcontractors will be required to comply with this Agreement and Flash will be responsible for their performance. Customer shall cooperate and assist Flash and its subcontractors as reasonably requested by Flash to facilitate the provision of such Services as described in the applicable Order Form.

1.7 The Parties shall cooperate so Flash can provide Installation Services in an efficient and timely manner.

1.7.1 In the event any Installation Services are completed by a third-party not directly under Flash's supervision (excluding, for the avoidance of doubt, any subcontractor engaged by Flash): (a) Flash will not bear any risk associated with, the Installation Services and (b) Customer warrants that the Installation Services will be and are consistent with Flash specifications and all documentation, requirements, and procedures made available to Customer.

1.7.2 The cost of obtaining all required local electrical/site/construction licenses, permissions, and permits, necessary to allow the installation to lawfully proceed shall be Customer's responsibility.

1.8 Commissioning Services shall follow Flash's standard procedures to confirm the Flash OS operates in conformance with the terms of this Agreement. Failures caused by Flash shall be rectified solely at Flash's cost. Failures caused by the Customer may be rectified by Flash at Customer's sole expense and Flash will bill Customer using Flash's then-standard commercial time and materials rates. This includes travel and per diem expenses and shall be payable to Flash in accordance with the payment terms of the Agreement.

1.9 Either Party may request changes to the Professional, Installation and/or Commissioning Services to be provided by Flash (a "Change Order"). Once the Parties agree to a Change Order, Flash will prepare a written description of the agreed-upon changes, including additional fees to be charged, which must be signed by both Parties before it is binding on the Parties. While the Parties are discussing a Change Order request, Flash may continue to work in accordance with the existing Order Form.

2 General Use; Use Restrictions

2.1 Subject to the terms and conditions set forth in any Order Form, Customer is hereby granted a restricted, limited, revocable, non-transferable, non-exclusive license to use the Flash Offerings solely for Customer's own internal business purposes. Customer access will be limited to the permitted users identified by Customer, each of whom is an employee or authorized agent or contractor of Customer. Customer's rights are personal, non-transferable, non-sub licensable, and non-exclusive. Customer's use of the Flash Offerings is limited to the scope of the license granted herein and this Agreement does not permit Customer to use the Flash Offerings other than as provided herein. Customer acknowledges that the Flash Offerings include and constitute Proprietary Information (as defined below) of FlashParking and/or its licensors. Customer's access to Flash OS may be terminated and this license revoked by Flash upon any breach by Customer of this Agreement or any additional terms and conditions that may be set forth in separate Order Forms, attachments, or other valid documents provided to Customer. Any license granted to Customer pursuant to this Section 2 shall automatically expire immediately upon the termination or expiration of this Agreement.

2.2 Except as expressly permitted herein or in any applicable Order Form, Customer will not alter, modify or adapt any Flash Offerings. This includes but is not limited to: (a) translating or creating derivative works of the Offerings or any data or content contained therein; or (b) licensing, sublicensing, distributing, reselling, leasing, permitting access to, publishing, commercially exploiting, disclosing or otherwise transferring or making the Flash Offerings available to any other person or organization. Customer agrees that any user identifications, passwords or other entitlement information related to Customer's authorized users shall be maintained in confidence and used only by the user to which such information is assigned. Customer agrees to use the Flash Offerings only as expressly permitted by this Agreement and in accordance with all applicable laws, rules and regulations. Customer shall have no rights or license of any kind with respect to the Flash Offerings other than as set forth in this Agreement. Customer agrees that, upon reasonable notice during the term of this Agreement, Flash may, at its sole discretion, request documentation from Customer to confirm that Customer is compliant under the terms and conditions of this Agreement.

2.3 Customer shall not access the Flash Offerings (a) to build or improve a competitive product or service, (b) to build or improve a product using similar ideas, features, functions or graphics of the Flash Offerings, (c) to copy any ideas, features, functions or graphics of the Flash Offerings, (d) to monitor its availability, performance, or functionality, (e) for any other benchmarking or competitive purposes or (f) to knowingly or negligently permit other individuals or entities in order to any of the foregoing.

2.4 Customer shall not restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Flash Offerings, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information.

2.5 Flash shall be entitled to recover from the Customer, in addition to any other rights and remedies it may have, all reasonable costs and expenses, including without limitation all attorneys' fees if Flash is required to bring any action or suit to enforce Flash rights hereunder or to pursue any remedies as a result of Customer's violation of the terms and conditions in the Agreement.

3 Confidential Information, Proprietary Information, and Intellectual Property Rights

3.1 All material, non-public, business-related information of or relating to Flash or the Flash Offerings, written or oral, whether or not it is marked "Confidential", that is disclosed or made available to Customer, directly or indirectly, through any means of communication or observation is "Confidential Information".

3.2 Information owned by Flash to which Flash claims a protectable interest under law, which includes Confidential Information, shall be "Proprietary Information". The following information, all as reasonably substantiated by documentation, however, is not Proprietary Information and Customer is not restricted as to its use or disclosure: (a) information already in the possession of, or already known to, the Customer as of the Effective Date, and not under any other obligations of confidentiality due to any other agreements between the Parties; (b) information that enters the public domain after the Effective Date, or which, after such disclosure, enters the public domain through no fault of the Customer; (c) information lawfully furnished or disclosed to the Customer by a non- party to this Agreement without any obligation of confidentiality; (d) information independently developed by any Party without use of any Proprietary or Confidential Information; or (e) information that is explicitly approved for release by Flash.

3.3 Customer agrees to hold in confidence all Proprietary Information that it receives from Flash. Customer will not disclose any of Flash's Proprietary Information to any party or person whatsoever unless it is a Customer employee or agent that is on a need to know basis for such Proprietary Information consistent with the purpose for which it was disclosed. Customer will only use Flash's Proprietary Information for the purpose for which it was originally disclosed. Customer is not permitted to directly or indirectly, under any circumstances, use any of Flash's Proprietary Information for any purpose that is in any way detrimental to Flash. This includes, but is not limited to, contracting with Flash's employees, consultants, contractors, vendors or partners to provide services to Customer similar to those provided to Customer by Flash. Customer shall take reasonable precautions to protect the confidentiality and value of Flash's Proprietary Information, including measures to prevent loss, theft and misuse. Customer shall immediately give notice to Flash of any unauthorized use or disclosure of Flash's Proprietary Information. Customer agrees to assist Flash in remedying any unauthorized use or disclosure of Proprietary Information caused by such Customer. Customer acknowledges expressly that each and every one of its employees and agents are bound to the terms and conditions of this Agreement and that Customer is solely responsible for any breach of this Agreement by any of its representatives including, without limitation, any improper use or disclosure by its representatives of Flash's Proprietary Information.

3.4 Upon written request and as directed by Flash, the Customer will promptly return or destroy all Proprietary Information received from Flash, including all copies of the information thereof. Upon the request of Flash, the Customer shall furnish to Flash an affidavit providing assurances as to the return or destruction of Flash's Proprietary Information.

3.5 A disclosure of Confidential or Proprietary Information in response to a valid request by a court of law or other governmental body or otherwise required by law is not considered to be a breach of this Agreement or a waiver of confidentiality for other purposes. Before any such disclosure, Customer shall provide prompt written notice to Flash and reasonably cooperate with Flash in seeking a protective order or preventing disclosure.

3.6 All materials transmitted from Flash to Customer which includes any Proprietary Information are to remain the sole and exclusive property of Flash. This Agreement and transmission or disclosure of any Proprietary Information from Flash to Customer does not grant the Customer a license or ownership of any kind. Flash retains all right, title and interest in all now known or hereafter known or developed tangible and intangible intellectual property relating to the Services, Proprietary Information and improvements thereof, including without limitation, all: (a) rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask works; (b) trademarks, services marks, trade names and any other indicia of origin; (c) technical and non- technical information (regardless of whether such information is in tangible or intangible form) including source code, object code, computer code, data, ideas, concepts, formulae, methods, techniques, processes, financial business plans and business methods (including any derivatives of any of the foregoing) that derive economic value, actual or potential, from not being generally known to other persons who could obtain economic value from the disclosure or use thereof, and which are the subject of efforts that are reasonable under the circumstances to maintain their secrecy ("Trade Secrets"); (d) patents, pending patent applications, designs, algorithms and other industrial property rights;
(e) other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including "rental" rights and rights to remuneration), whether arising by operation of law, contract, license

or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force including any rights in any of the foregoing, (collectively, "Intellectual Property"). Customer covenants: (1) not to prejudice or impair the interest of Flash in any of its Intellectual Property, (2) to assign any rights to Intellectual Property that it may have to Flash at no additional cost and (3) to reasonably cooperate in prosecution of Intellectual Property as necessary at no additional cost. At no time shall Customer challenge or assist others to challenge any of Flash's Intellectual Property or the registration thereof.

3.7 All obligations and restrictions of confidentiality and ownership of Propriety Information under this Agreement shall survive the termination of this Agreement.

3.8 Customer authorizes and grants to Flash a right and license to use Customer's name and logo on Flash marketing and promotional material. Customer grants Flash the right to make certain press releases available to the general public regarding the Flash Offerings provided by Flash to Customer. Notwithstanding the foregoing, any use of Customer's name or logo, and any such press release, shall be subject to the prior written approval of Customer. Customer acknowledges that Flash may collect, retain, and process data derived from the performance and use of the Flash Offerings in accordance with all applicable United States laws as well as Flash's privacy policy and terms of use.

3.9 Flash hereby authorizes Customer to use of any Flash trademarks and logos (the "Marks") in its marketing and promotional materials solely for cross-promotional purposes to identify that Customer uses Flash Offerings ("Purpose"), which Marks must be used according to any Flash's guidelines ("Guidelines"). The Guidelines may be updated by Flash periodically. Customer shall not use the Marks for any other Purpose without Flash's prior written authorization, which can be denied for any reason. Customer agrees that it shall not harm, misuse, or bring into disrepute the Marks. All uses of the Marks pursuant to this Agreement shall inure to the benefit of Flash. Customer may not use or register, or otherwise claim rights in the Marks, including as or as part of any trademark, service mark, Flash name, trade name, username, domain registration or copyright. Flash may revoke permission to use the Marks at any time.

3.10 To the extent necessary to fulfill its obligations under this Agreement, Customer grants Flash a worldwide, non-exclusive, and royalty-free license to use Customer Data. FlashParking acknowledges and agrees that Customer retains all right, title, and interest in and to all Customer Data, and FlashParking will not use Customer Data for different purposes to the ones established in this Agreement. As used herein, "Customer Data" means all media, content, data, and information provided directly by the Customer which is processed, accessed, stored, or transported in or through the Flash Offerings.

3.11 If Customer provides Flash with any suggestions, ideas, feedback, reports, error identifications or other information related to the Flash Offerings or Customer's use and evaluation thereof ("Feedback") and Customer provides such Feedback volitionally and of its own choosing (i.e., you are not required to provide Feedback), Flash has the right to use, modify, sell, transfer, assign, distribute, and create derivative works from, such Feedback, for any and all purposes without compensation or attribution to Customer, in perpetuity and without any restrictions.

4 Payment Terms

4.1 Customer shall pay the amounts listed on any Order Form or invoice within forty-five (45) days of the date of an invoice. Following the Initial Term, Flash may annually increase any recurring software license or monthly fees by up to 5% over the previous year's fees.

4.2 Flash shall invoice Customer for any recurring software license fees that relate to the operation of Equipment upon successful Commissioning Services and for those software license fees that relate to other Flash Offerings upon execution of the Order Form. Customer may elect to pay any recurring software license fees annually.

4.3 Customer acknowledges and agrees that certain Flash Offerings contain or require the payment of recurring Monthly Fees, which fees will be set forth in the applicable Order Form or addendum provided to Customer by the Company. Customer is responsible for the timely payment of any Monthly Fees regardless of actual usage in any particular month. Customer shall be invoiced monthly for any such Monthly Fees.

4.4 Customer shall be responsible for all taxes applicable to Customer and arising as a result of this Agreement, including any sales and use taxes, other than taxes based on Flash's income. Additionally, Customer shall be responsible for any additional taxes incurred by Customer's tax elections made following the invoice date. The prices provided to Customer from Flash may not include all applicable taxes due.

4.5 Certain Flash Offerings may require Customer to pay fees regarding lost or damaged Equipment. Customer acknowledges and agrees that it understands under this Agreement Flash reserves the right to charge Customer for any damaged, stolen, or lost Equipment.

4.6 To the extent Customer disputes amounts due and owing on any invoice provided to Customer, Customer shall dispute such amounts within 14 days of the invoice date. Customer shall provide reasonable detail and support for any dispute. If Customer fails to meet these requirements, Customer shall have waived all rights to contest such fees and charges.

4.7 Customer acknowledges and agrees that Flash shall have a right to the fees charged for each transaction processed by Flash, including for transactions that are denied, returned or charged back as a result of a third-party denying such payment or refusing to honor such payment to Customer. Additionally, Customer acknowledges and agrees that certain Flash Offerings may contain gateway, surcharges or convenience fees for any payments collected on behalf of Customer. All such gateway, surcharge or convenience fees shall be captured in Flash's invoice to Customer for the applicable Flash Offering. Customer agrees that Flash has the right to collect all such fees and costs relating to each use of each Flash Offering whether Customer ultimately receives payment. Flash shall have the right to offset bad charges or refunded charges against future amounts due and owing to Customer from Flash as part of using any Flash Offering.

4.8 All required travel and expenses incurred by Flash or Flash affiliates in delivering the Flash Offerings will be invoiced by Flash to Customer for payment upon successful Commissioning Services and payment is due 30 days from the date of the invoice. Current rates for Travel and Expenses can be found on our website.

5 Service Level Commitments

5.1 Customer acknowledges and agrees that the Flash Offerings may be unavailable from time to time for a number of reasons, including (i) scheduled periodic maintenance procedures or repairs which Flash may undertake from time to time ("Scheduled Maintenance"), or (ii) Force Majeure Events.

5.2 Subject to the terms and conditions of this Agreement, Flash shall use commercially reasonable efforts to provide the Software on an uninterrupted basis, 24 hours a day, seven days a week, with 99.5% availability, excluding downtime due to Scheduled Maintenance and Force Majeure Events. Unavailability of the Services shall be measured over a calendar month and based upon the total downtime of the Software hereunder, excluding unavailability of the Services due to Scheduled Maintenance and Force Majeure Events (collectively, "***Downtime***"). Downtime shall exist and be measured beginning when it is recorded in Flash's ticket system or Flash is notified by Customer, whichever is earlier, until the time Flash confirms that the affected Software are operational. If Flash fails to meet the service level commitment set forth in this Section and Customer provides Flash with a written request within five (5) business days of the last day of the calendar month in which such Downtime occurred, Flash shall provide a fee credit to Customer's account equal to 5% of Customer's monthly fees applicable to the affected Software for each cumulative full hour of Downtime during the applicable month, up to the maximum of the one-twelfth ($1/12^{th}$) of the annual software fee charged by Flash to Customer for the affected Software during the applicable month. This Section sets forth Customer's sole and exclusive remedy for failures and/or interruption of the Flash Offerings of any kind whatsoever.

5.3 "Force Majeure Events" means causes beyond a Party's reasonable control or which are not reasonably foreseeable by such Party, including, but not limited to: (i) flood, fire, earthquake, epidemics, pandemics, natural disasters, adverse weather events and other catastrophes or disasters, (ii) acts of God, (iii) interruption or failure of telecommunication or digital transmission links, vandalism of Equipment, hostile network attacks, network congestion, third party acts, accidents which impair any Equipment, (iv) acts or threats of terrorism, war (declared or undeclared), invasion, hostilities, riot and other civil unrest, (v) government order, law, or actions, including travel restrictions, border-crossing restrictions, shipping restrictions and other impediments to the flow of commerce, (vi) embargoes or blockades in effect on or after the date of this Agreement, (vii) non-performance by vendors or other third party systems failure, (viii) national or regional emergency, (ix) strikes, labor stoppages or slowdowns, or other industrial disturbances, (x) shortage of adequate power or transportation facilities and supply chain issues; and (xi) other events beyond the reasonable control of the impacted Party.

6 Term and Termination

6.1 The term of this Agreement shall commence on the date of successful completion of the Commissioning Services (the "Commencement Date") and shall continue for the period set forth in such Order Form (the "Initial Term) unless earlier terminated in accordance with Section 6.2. The Initial Term shall extend and this Agreement, together with any applicable Order Forms, shall renew automatically for successive one year periods ("Subsequent Terms"), unless either party gives the other written notice no less than four (4) months prior to the expiry of the Initial Term or applicable Subsequent Term (the "Notice or Termination") of its intention not to extend this Agreement for any Subsequent

Term.

6.2 The Company may terminate this Agreement with respect to the Offerings and its obligations hereunder and Customer's rights thereto, prior to expiration of the Initial Term or any Subsequent Term, upon written notice to the Customer of a material breach by Customer of this Agreement, any applicable Order Forms, addendums or any Company Policy. Such termination shall become effective immediately, unless such material breach is capable of being cured as determined by the Company in the Company's sole discretion, in which case termination shall be effective if such breach is not cured within seven (7) days after receipt of such written notice. Upon termination where there is Equipment owned by Flash, Customer shall be required to keep such Equipment in good working order and condition until the Equipment is repossessed by the Company.

7 Delivery

Unless otherwise specified in an Order Form, Flash shall arrange, with Customer's full cooperation at Customer's cost, for the delivery of Equipment to a Customer facility where it is to be installed. The method of shipment and carrier shall be selected by Flash. Upon delivery at the Customer-designated facility, the title to and the risk of loss for the Equipment shall pass to Customer and, thereafter, the risk of loss for the Equipment shall be borne solely by Customer.

8 Flash Policies

Customer agrees to abide by and accept all policies and terms of use posted on Flash's website or as posted in any of Flash's applications, including, without limitation, Flash's (i) Privacy Policy, (ii) any general terms of use, and (iii) all policies regarding use of Flash Offerings (collectively, "Policies", each a "Policy"). The Policies may change from time to time in Flash's sole discretion and Flash will post such changes on its website or provide such updated Policies to Customer. Notwithstanding the foregoing, any material changes to the Policies shall be communicated in writing to the Customer no less than forty-five (45) days prior to implementation. In the case of a direct conflict between any provision of a Policy and the provisions of this Agreement, the provisions of this Agreement shall prevail. It is Customer's sole obligation to read all Policies and updates, amendments, and supplements thereto. Customer agrees that failure to comply with any applicable Policy shall be a material breach of this Agreement. Customer's continued access of the website and use of the Flash Offerings constitutes Customer's assent to any changed terms of any of the Policies if such changed terms are not in direct conflict with provisions of this Agreement.

9 Customer Representations and Warranties and Covenants

9.1 Customer represents and warrants to Flash as follows:

9.1.1 Customer is duly organized and validly existing under the laws of its state of incorporation or formation, has the necessary authority, licenses and other permissions to conduct the business in which it is currently engaged and is in compliance with all applicable laws.

9.1.2 Customer has the legal capacity to agree to the terms of the Agreement, perform its obligations hereunder, has obtained and shall maintain all necessary authorizations or registrations from appropriate authorities to carry out the activities contemplated in the Agreement, and entering into the Agreement will not violate any applicable law or regulation.

9.1.3 The use of any Flash Offerings by Customer shall not (i) violate any law, rule or regulation applicable to Customer or (ii) be in breach of, or constitute a default under, the provisions of any agreement, instrument or undertaking by which Customer is bound.

9.2 Customer agrees as follows:

9.2.1 Customer will provide Flash with all necessary cooperation in relation to the Agreement and all necessary access to such information as may be required by Flash to provide Flash Offerings as may be reasonably necessary.

9.2.2 Customer will carry out all of Customer's responsibilities set out in the Agreement in a timely and efficient manner, and in the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Flash may adjust any agreed level of Flash Offerings as may be reasonably necessary.

9.2.3 Customer shall maintain adequate insurance on the Equipment in Customer's possession and control and to the extent requested by Flash, name Flash as an additional insured on all applicable insurance policies covering the Equipment.

10 Indemnity

10.1 Customer agrees to defend, indemnify, and hold harmless Flash and its affiliates, its directors, officers and employees, contractors, agents, successors, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Flash may sustain or incur as a result of any claim against Flash brought by third parties (including members of the public), arising out of, or in any way related to, directly or indirectly, (i) Customer's misuse of Flash Offerings, (ii) Customer's failure to perform its obligations contained herein, or (iii) Customer's negligence or intentional misconduct.

10.2 Flash agrees to defend, indemnify, and hold harmless Customer and its affiliates, its directors, officers and employees, contractors, agents, successors, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Customer may sustain or incur as a result of any claim against Customer brought by third parties (including members of the public), arising out of, or in any way related to, directly or indirectly, (i) Flash's failure to perform its obligations contained herein, or (ii) Flash's negligence or intentional misconduct.

11 Limited Warranty; Disclaimers; Limitation of Liability; Remedies

11.1 Flash warrants to Customer, as the original purchaser (which warranty is not transferable), that Equipment shall be free from material defects in material and workmanship under normal use, in accordance with Flash's Policies and this Agreement, for a period of sixty (60) months from the date of original installation. This warranty shall not apply if Customer uses the Equipment in violation of this Agreement or any Policy or if the Equipment has been subject to accident, negligence, abuse, misuse, or criminal acts.

11.2 EXCEPT FOR THE SPECIFIC REPRESENTATIONS OF FLASH CONTAINED HEREIN, THE FLASH OFFERINGS ARE PROVIDED TO CUSTOMER "AS IS" AND NEITHER FLASH, NOR ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY OF ANY OTHER KIND EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FLASH OFFERINGS, OR THE ACCURACY OR COMPLETENESS THEREOF, OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF OR ANY OTHER MATTER. FLASH EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, SECURITY, COMPATIBILITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FLASH DOES NOT WARRANT THAT THE FLASH OFFERINGS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE FLASH OFFERINGS WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR APPLICATIONS.

11.3 FLASH DOES NOT GUARANTEE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, THAT ANY FLASH OFFERING WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT FLASH WILL CORRECT ALL ERRORS. CUSTOMER ACKNOWLEDGES THAT FLASH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE FLASH OFFERINGS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. FLASH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11.4 IN NO EVENT SHALL FLASH OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR REVENUES OR OTHER ECONOMIC LOSS OF CUSTOMER OR ANY THIRD PARTY), WHETHER IN TORT, CONTRACT OR OTHERWISE, AND WHETHER OR NOT FLASH OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.5 EXCEPT FOR ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO FLASH'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL FLASH'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED TWO TIMES (2X) THE TOTAL AMOUNT PAID OR PAYABLE UNDER THE APPLICABLE ORDER FORM UNDER WHICH THE CLAIM ORIGINALLY AROSE. DAMAGES THAT CANNOT BE LIMITED UNDER APPLICABLE LAWS ARE NOT SUBJECT TO THE ABOVE CAP.

11.6 Customer acknowledges and agrees that a breach of this Agreement may cause other irreparable harm on Flash without an adequate remedy at law and hereby agrees that the Flash shall be entitled to equitable relief, including without limitation, temporary or permanent injunctions and other relief to limit the effect of any breach.

12 Assignment

This Agreement shall not be assigned or transferred by Customer without prior written consent of Flash, and any attempt by Customer to so assign or transfer this Agreement without such written consent shall be null and void. Flash may (with prior written notice to but without the prior consent of the other Party) (i) assign this Agreement (a) by operation of law, (b) pursuant to a merger or acquisition of all or substantially all of its stock or assets, or (c) to its Affiliates, or (ii) transfer, sell, pledge, encumber or assign or delegate this Agreement or the rights, revenues or proceeds thereof, in connection with any financing or other financial arrangements (including the exercise of remedies thereunder). The Parties acknowledge and agree that, in the case of Flash, "Affiliate" includes a special purpose entity owned or controlled by Flash. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13 Governing Law; Submission to Jurisdiction

All claims, actions, or proceedings of any nature or type, arising from or related to (i) this Agreement or any matter related to this Agreement, (ii) the use of any Flash Offerings hereunder, or (iii) any relationships (whether by written contract or otherwise) relating to the Flash Offerings (whether such relationships are directly with Flash or through a third-party) shall be governed by, and construed in accordance with, the laws of the State of California without regard to its conflict or choice of laws principles and any such claims, actions, or proceedings shall be brought solely and exclusively in the Federal or State courts located in California and each Party consents to the personal jurisdiction and venue therein. The terms and conditions contained in this section shall inure to the benefit of, and be binding upon, the parents, subsidiaries, related entities, successors, assigns, heirs, survivors, and personal representatives of the Parties.

14 Notices

All notices for Flash given under this Agreement must be in writing and sent to:

FlashParking
2500 Bee Caves Road
Building III, Suite 400
Austin, TX 78746
Attn: General Counsel
Via email to: legal@flashos.com

If to Customer, at the address in file or noted on any applicable Order Form or other addendum.

And to any such other address as a Party may designate in writing to the other Party, by certified mail (return receipt requested), overnight courier, personal delivery, or email to the other parties hereto.

15 Survival

Any provision of this Agreement which, by its nature, would survive termination of this Agreement shall survive any such termination of this Agreement, including, without limitation, Article: 3 - Confidential Information, Proprietary Information, and Intellectual Property Rights, 4 – Payment Terms, 10 - Indemnity, 11 - Limited Warranty; Disclaimers; Limitation of Liability; Remedies, 13 – Governing Law; Submission to Jurisdiction and 15 - Survival.

16 Force Majeure

Flash shall not be responsible for any delay or failure in performance of its obligations under this Agreement resulting from a Force Majeure Event or any event beyond the reasonable commercial control of Flash.

17 Miscellaneous

17.1 Except for (a) claims for indemnification, and (b) claims for any amounts owed by Customer to Flash under this Agreement, each of which may be brought within the period permitted under the applicable statute of limitations, neither Party may bring any action on this Agreement may be brought more than one (1) year after the incident occurs.

17.2 The Parties will not, and will ensure their affiliates do not, disparage the other Party or any of the other Party's directors, officers, agents or executives or otherwise take any action which could reasonably be expected to adversely affect the reputation of the other Party or the other Party's products or the personal or professional reputation of any of the other Party's directors, officers, agents or employees.

17.3 This Agreement supersedes all prior agreements and understandings, and (together with any Order Form relating hereto) constitutes the complete agreement and understanding between the Parties with respect to the subject matter hereof. No amendment or other modification to this Agreement or any Order Form shall be valid or binding with respect to Flash unless acknowledged and agreed to in writing and signed by a duly authorized officer of Flash. The Parties are independent contractors, and nothing in this Agreement will be construed to constitute or appoint any party as the agent, partner, joint venturer or representative of the other Party for any purpose whatsoever, or to grant to any party any right or authority to assume or create any obligation, express or implied, for or on behalf of any other, or to bind any other in any way or manner whatsoever. Any forbearance or delay on the part of a Party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence. No other party is intended, or shall be deemed, to be a beneficiary of any provision of this Agreement. This Agreement may be executed in counterparts, which counterparts, taken together, shall constitute one agreement and each Party hereto may execute this Agreement by signing such counterpart.

DISCLAIMERS

CUSTOMER UNDERSTANDS THE PURCHASE AND USE OF ANY PRODUCTS AND SERVICES FROM THE COMPANY ARE SUBJECT TO THE COMPANY'S DISCLAIMERS WHICH CAN BE FOUND AT FLASHPARKING.COM/DISCLAIMERS/

FLASH

PAYMENT GATEWAY SERVICES ADDENDUM TO ORDER FORM

This Payment Gateway Services Addendum to the Software as a Service Agreement (the "**Addendum**") is entered into as of, and the "Effective Date" shall be, the date of successful completion of the Commissioning Services, between FlashParking, Inc.("**Flash**"), and Burbank-Glendale-Pasadena Airport Authority ("**Customer**"). Collectively, Flash and Customer shall be referred to as (the "Parties"). Terms used herein but not defined shall have the meaning set forth in the Agreement (as defined below).

WHEREAS:

A. Flash and Customer are Parties to that certain Order Form dated as of the effective date set forth therein, including the Terms and Conditions incorporated therein (the "**Agreement**"); and

B. The Parties wish to supplement the Agreement with additional terms relating to the Payment Gateway Services as defined in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PAYMENT GATEWAY SERVICES

1.1. Flash shall make available Payment Gateway Services to Customer through third-party providers that Flash may designate from time to time ("**Vendor**"). Customer authorizes Flash to serve as reseller for transactions processed hereunder. Flash reserves the right to change the Vendor at any time in its sole discretion with ninety (90) days prior written notice to Customer. Customer reserves the right to contract directly with Vendor at any time in its sole discretion with ninety (90) days prior written notice to Flash. The Parties acknowledge that a change in Vendor may require the removal of existing payment hardware, including card readers, and the procurement and installation of new hardware. Responsibility for procuring such new hardware shall be allocated as follows: (a) if Customer elects to contract directly with the Vendor or otherwise initiates the Vendor change, Customer shall be responsible, at its sole cost, for procuring the new hardware; (b) if Flash elects to change the Vendor in its sole discretion within the first twenty-four (24) months following the Commencement Date, Flash shall be responsible, at its sole cost, for procuring the new hardware; and (c) if the Vendor change results from circumstances beyond Flash's reasonable control, including the Vendor ceasing operations, becoming insolvent, or ceasing to provide the applicable services, Customer shall be responsible, at its sole cost, for procuring the new hardware, regardless of when such change occurs.

1.2. Customer shall comply with all applicable laws, regulations, card network rules, and PCI DSS requirements in connection with its use of the Payment Gateway Services. Customer acknowledges that it is responsible for securing its own payment systems that connect to the Payment Gateway Services.

2. FEES

2.1. Flash shall retain the following fees from gross transaction amounts collected through Payment Gateway Services:

FLASH

(a) $0.10 per card present kiosk transaction; provided that the Parties may revisit and, upon mutual written agreement, adjust the per-transaction fee set forth in this Section following the second anniversary of the Commencement Date, once sufficient baseline transaction data is available for review.

2.2. Flash reserves the right to increase fees no more than once per calendar year and by no more than 5%, with sixty (60) days prior written notice to Customer.

2.3. All provisions in the Agreement regarding transaction fees and Flash's right to collect fees for all transactions shall apply to the Payment Gateway Services.

3. GENERAL PROVISIONS

3.1. This Addendum supplements and forms part of the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail with respect to the Payment Gateway Services

3.2. Except as specifically amended by this Addendum, the Agreement shall remain in full force and effect. The modifications set forth herein shall not be construed as an amendment to or waiver of any other provision of the Agreement or for any purpose other than as expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the Effective Date.

FlashParking, Inc.	Burbank-Glendale-Pasadena Airport Authority
Signature: [signature]	Signature:
Name: Brian Jalowiec	Name:
Title: AVP - West	Title:
Date: 8/12/24	Date:

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Allied Universal Security Services)

This Amendment No. 4 ("Fourth Amendment") to the October 17, 2022 Professional Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Universal Protection Service, LP, a California limited partnership d.b.a. Allied Universal Security Services ("Consultant"), is dated August 17, 2026 for reference purposes.

RECITALS

A. The parties executed the Agreement to provide for the Authority's retention of Consultant as an independent contractor to perform airport security, traffic control, and inspection services.

B. The parties have executed the following amendments to the Agreement (collectively, "Prior Amendments"):

1. A September 18, 2023 Amendment No. 1 to: (i) expand the scope to include worker screening services; and (ii) provide for a CPI adjustment of the fee schedule for the November 2023 - October 2024 contract year.

2. An October 22, 2024 Amendment No. 2 to provide for a CPI adjustment of the fee schedule for the November 2024 - October 2025 contract year.

3. An October 6, 2025 Amendment No. 3 to: (i) memorialize the Authority's exercise of the first extension option; and (ii) provide for a CPI adjustment of the fee schedule for the November 2025 - October 2026 contract year.

C. The parties desire to amend the Agreement to: (i) memorialize the Authority's exercise of the second extension option; (ii) adjust the fee schedule for the November 2026 - October 2027 contract year; (iii) update the Federal Requirements exhibit; and (iv) provide an opportunity for Consultant to receive a revocable, no-fee license to use Replacement Passenger Terminal office space at the sole discretion of the Authority.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 3. Section 3 (Term) of the Agreement is amended to read as follows:

"3. **Term.**

A. This Agreement is effective as of November 1, 2022 and shall remain in full force and effect until October 31, 2027 unless earlier terminated pursuant to paragraph (B) below.

B. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party."

2. **Amendment of Section 4.** Paragraph B (CPI Adjustments) of Section 4 (Compensation) of the Agreement is amended to read as follows:

"B. CPI Adjustments. On or before July 31, 2023, and on an annual basis thereafter, Consultant may submit a request for an adjustment to all inclusive hourly rate for the next contract year (November 1 to October 31) based on the lesser of: (i) an increase in the Consumer Price Index for the preceding 12 months for the Los Angeles area (all indices) as published by the U.S. Department of Labor, Bureau of Labor Statistics; or (ii) 6%. Each such request shall be subject to approval by the Authority Commission, which approval may be granted or withheld in the Commission's discretion. No rate adjustment shall be considered if a request is not submitted by the deadline. For the November 2023 - October 2024, November 2024 - October 2025, November 2025 - October 2026, and November 2026 - October 2027 contract years, the respective fee schedule set forth in the attached Exhibit E shall apply."

3. **Addition of Section 19.** The Agreement is amended by adding a new Section 19 to read as follows:

"**19. Office Space.** At its sole discretion, the Authority may grant Consultant a revocable, no-fee license to use Replacement Passenger Terminal office space. If a license is granted, the location and amount of office space shall be memorialized in an operating memorandum executed by the parties. The Authority is not obligated to provide Consultant with Replacement Passenger Terminal office space. If office space is provided to Consultant, then the Authority may at any time and without cause: (i) relocate or modify the amount of such space; or (ii) revoke the license granted for such space. The Authority's Executive Director is authorized to execute, modify, or cancel operating memoranda for Replacement Passenger Terminal office space without additional Authority Commission action."

4. **Replacement Exhibit D.** The attached replacement Exhibit D is incorporated into this Agreement shall supersede the prior version of Exhibit D.

5. **Replacement Exhibit E.** The attached replacement Exhibit E is incorporated into this Agreement and shall supersede all prior versions of Exhibit E.

6. **Counterparts.** This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

7. **Preservation of Agreement.** Except as expressly modified by this Fourth Amendment, all of the provisions of the Agreement (as amended by the Prior Amendments) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the provisions of the Agreement (as amended by the Prior Amendments), the provisions of this Fourth Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS FOURTH AMENDMENT, the parties have caused their duly authorized representatives to sign below.

Universal Protection Service LP

By: ______________________________

Print Name: Richard Pirmoradyan

Title: General Manager

[Pursuant to Corporations Code Section 15904.02, signature line must be executed by a general partner.]

Burbank-Glendale-Pasadena Airport Authority

____

Tyron Hampton, President

Approved as to form:

____

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT D
Non-AIP Project Federal Requirements

References in this Exhibit to "Contractor" shall be deemed to refer to Consultant. References in this Exhibit to "Sponsor" shall be deemed to refer to the Authority. Consultant shall: (i) insert these provisions in each lower tier contract; (ii) incorporate the requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iii) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any

information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT E
November 2023 - October 31 2024
November 2024 - October 31, 2025
November 2025 - October 31, 2026
November 2026 - October 31, 2027
Contract Year Fee Schedules

(attached)