General Terms and Conditions for the Provision of Parking Management Services

PREAMBLE:

Cleverciti Systems GmbH, Hofmannstr. 54, 81379 Munich ("Cleverciti") offers parking management system services. Customer as identified in the respective offer ("Customer") intends in accordance with Cleverciti's offer to order parking space management system services for the location specified in the offer.

These General Terms and Conditions ("Terms") govern all services agreed upon between Cleverciti and Customer, unless explicitly agreed otherwise in the offer.

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

§ 1 Definitions

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

(1) "Agreement" means, in the order of precedence, (i) the Offer, (ii) these Terms and (iii) the Product Specifications.

(2) "Application(s)" to the extent offered means an independent application software (e.g. a mobile app to navigate drivers) as described in the Offer and/or the Product Specifications.

(3) "Confidential Information" means non-public information disclosed by one Party to the other in any form that: (i) is designated as "Confidential"; (ii) a reasonable person knows or reasonably should understand to be confidential; or (iii) includes either Party's know-how, intellectual property, trade or business secrets and information relating to its business, technology, finances or other affairs under the Agreement, including the negotiated terms of the Agreement; and which is not independently developed by the other Party without reference to the other Party's Confidential Information or otherwise known to the other Party on a non-confidential basis prior to disclosure.

(4) "Hardware" means the CleverctiSensors, CleverctiCards, and/or other hardware described in the Offer and the Product Specifications which is used as part of an on-site parking space management system, including the operating software installed on the hardware.

(5) "Offer" the offer issued by Cleverciti to the Customer regarding the Products provided by Cleverciti, which has been accepted by the Customer.

(6) "Products" means Hardware, Applications and/or Services provided by Cleverciti as described in the respective Offer and the Product Specifications.

(7) "Product Specifications" means Cleverciti's descriptions and specifications regarding the Products as contained in or attached to the Offer or provided by Cleverciti upon Customer's request.

(8) "Services" means any services to be provided by Cleverciti according to an Offer, as described in the offer and the Product Specifications, e.g. operating the Hardware, remote maintenance of the Hardware, set-up services, generating data for analytics and other defined use cases.

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

§ 2 References / Order of Precedence

(1) References to legal requirements, annexes or other documents shall apply to the then current version of the relevant legal requirements, annexes or other documents, unless explicitly agreed otherwise.

(2) Any deviating terms and conditions of Customer shall not apply, including if and to the extent they are contained or referred to in an order or other document of Customer and Cleverciti does not explicitly object to their applicability.

§ 3 Subject of the Agreement

(1) Cleverciti shall provide the Hardware and Services to Customer.

(2) Unless agreed otherwise, Cleverciti shall provide the Services via its software backend, which has been installed on Cleverciti's servers, and in which Cleverciti processes and prepares data collected via the Hardware for Customer. In this context no software is conveyed to Customer. If explicitly agreed in the Offer, Cleverciti shall operate the Hardware via an installation of its software backend on Customer's servers. In this case, Cleverciti grants Customer such usage rights as may be required for the installation; Customer shall not obtain any exceeding usage rights for its own use of the software backend. Only Cleverciti shall be allowed to access the software backend and operate the Hardware via the software backend.

(3) If agreed in the Offer, Cleverciti shall provide Customer with an application (app) during the term of the Agreement and shall grant Customer the corresponding usage rights to the Application as specified in § 4 .

(4) Browser Chrome or Internet Explorer as well as a functioning internet connection on Customer's side are strictly required system-wise in order to access Cleverciti's services. It is not part of the Services to establish a functioning internet connection or provide Browser Chrome or Internet Explorer.

(5) The agreed quality of the Hardware shall be exclusively specified in the Offer and the Product Specifications, the functionality descriptions contained therein as well as the specification of the contractual use specified in the Offer.

(6) The technical data, specifications, descriptions of functionalities and possible uses as well as other information contained in the Product Specifications shall be understood exclusively as a description of the quality of the Hardware and not as an independent guarantee or a guarantee on the quality or the durability of the Hardware.

(7) Statements of Cleverciti regarding the subject of the Agreement shall only be considered independent declarations of guarantee or a guarantee on the quality or durability within the legal meaning of these terms if these are made in writing by Cleverciti's management and explicitly and literally referred to as independent guarantee, guarantee on the quality or guarantee on the durability.

(8) Customer shall owe Cleverciti the remuneration agreed in the Offer for the Products agreed in the Offer. Customer shall pay the remuneration in accordance with the payment terms specified in § 6 of these Terms.

§ 4 Rights to Data and Usage Rights for the Application

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

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

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

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

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

§ 5 Right to use Hardware

All Hardware is provided to Customer on a rental basis for the term of the Agreement. Cleverciti shall retain ownership in the Hardware.

§ 6 Payment Terms

(1) Payment for the Products shall be made in Euros via bank transfer into the account of Cleverciti as per the respective invoice. VAT will be added if applicable.

(2) All payments shall be subject to an invoice issued by Cleverciti. The invoice shall state as a minimum the following:

- Offer or Purchase Order number;
- Designation of the account into which payments shall be made;
- Description of the Products delivered;
- Total price;
- Relevant taxes (where applicable).

(3) Payments for the Products shall be made no later than 30 days following Customer's receipt of the invoice, unless otherwise agreed under § 6 (4).

(4) The following payment terms shall apply:

(a) Set-up fee: 100% at Customer's acceptance of the Offer

(b) Annual fees for regular operational Service ("Annual Services Fee") for the first year of the term (i.e. the first 12 months as of the System Activation Date): (i) 25% of the Annual Services Fee upon Customer's acceptance of the Offer; and (ii) 75% of the Annual Services Fee upon the System Activation Date. In the event of partial acceptance (see § 9), item (ii) shall apply on a pro rata basis.

(c) In deviation from the foregoing: In the event the System Activation Date occurs later than planned in the Offer and this is due to a delay on the part of the Customer, Customer shall owe the remaining 75 % of the Annual Service Fee already as of such date on which the System Activation Date would have occurred if there had not been a delay on the part of the Customer.

(d) Annual Services Fee for subsequent years (as of year 2): As of the second year, Customer shall owe the Annual Services Fees annually in advance at the start of the first month of each year.

(e) In case of successive activation of individual parking spaces or ClevercitiCards, invoicing can be made on a pro rata basis.

§ 7 Cooperation Duties of the Customer

(1) Upon Customer's acceptance of the Offer, Customer shall appoint a project leader as responsible contact person for Cleverciti. The project leader shall at the least be

authorised to make all technical, financial and legal decisions within the scope of the Offer.

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

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

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

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

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

(e) Handle CleverctiCards with due care;

(f) Charge batteries of CleverctiCard as needed;

(g) Insurance of the system by the Customer;

(h) Access to location during normal office hours;

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

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

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

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

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

§ 8 Delivery and Force Majeure

If and as long as Cleverciti is not able to provide its Services due to an unforeseeable extraordinary event which Cleverciti could not have averted using due diligence, including natural disasters, extraordinary weather conditions, lightning, fires, explosion, pandemic, disruption and interruption of energy supply or transmission networks

for communication, sabotage and vandalism, delivery and service interruptions due to official orders, regulations or applicable law, acts of terror or other cases of force majeure, the agreed delivery periods shall be extended for the time period of the force majeure reason as well as a reasonable start-up time after the force majeure reason has ceased to exist. If this renders it impossible for Cleverciti to provide the Services, Cleverciti shall be released from its contractual obligations.

§ 9 Inspections and Acceptance

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

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

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

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

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

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

(e) In the event the set-up has been completed for more than 50 % of the parking spaces or for more than

50 % of the ClevercitiCards agreed in the Offer, the Customer shall declare partial acceptance of the completed part in accordance. The provisions in this § 9 shall apply accordingly in relation to partial acceptance. Upon partial acceptance, the Annual Services Fee shall be due on a pro rata basis.

§ 10   Warranties

(1)   In relation to the Hardware and the Application, and if and to the extent any Services qualify as services under contracts for works (if any), the following provisions shall apply regarding Customer's rights and claims concerning defects in material and title ("Defects").

(2)   Cleverciti will provide Hardware, Applications and Services (only if and to the extent any Services qualify as works within the aforesaid meaning) conforming in all material aspects to the description in the Product Specifications and the respective Offer.

(3)   Cleverciti shall cure Defects upon Customer's request at Cleverciti's discretion remedying the Defect, replacing the Hardware or delivering the Services without Defects.

(4)   As regards Defects of the Application or the standard interface to the software backend provided by Cleverciti to Customer (Rest-API), Cleverciti shall be entitled to temporarily show Customer possibilities to work around errors and only cure the Defect by later delivering the next update generally released by Cleverciti, provided the Customer can reasonably be expected to accept this. If Cleverciti makes use of this right this shall be taken into account when determining the appropriateness of the curing period.

(5)   Customer shall comply with any instructions with regard to curing Defects issued by Cleverciti via telephone, in writing or electronically.

(6)   Cleverciti shall have the right to make two attempts to remedy the Defect within reasonable remedy periods in each case. In case Cleverciti's efforts to remedy the Defect should fail after the second attempt, Customer shall have the right to proportionally rebate the fees paid or payable for such line items of the Offer which are defective or, following a final warning, to rescind from such line items of the Offer which are defective. If Cleverciti has not performed the Services in accordance with the Agreement, Customer may not withdraw from the Agreement if the breach is immaterial. If Cleverciti has effected partial performance, Customer may only withdraw from the entire Agreement if Customer has no interest in the partial performance.

(7)   Any claims for damages of Customer based on Defects are subject to the limitations of liability agreed in § 11 below.

(8)   Cleverciti shall not be liable if Customer or a third party acting on Customer's behalf has modified or changed the Hardware or Application or has interfered with the network connection, the power supply or the operation of the software backend, unless Customer can prove that the occurred Defects cannot be attributed to this.

(9)   For the avoidance of any doubt, Cleverciti shall not be liable in the event of any acts of vandalism affecting the Hardware.

(10) Any potential rights for Customer to rebate the fees shall be limited to right to re-claim overpaid fees on the basis of the provisions on unjust enrichment.

(11) Any statutory fault-independent liability of Cleverciti for initial Defects shall be excluded. Any claims for damages of the Customer with regard to Defects shall be subject to the limitations of liability set out in § 11 .

(12) Any claims for Defects are subject to a limitation period of 12 months from the statutory start of the limitation period. The foregoing shall not apply in the cases of unlimited liability as set out in the Offer, where the statutory provisions of statute of limitation shall apply without limitation. Customer's right to claim damages within the limits of § 11 remains unaffected.

§ 11   Limitation of Liability

Please see individual agreement in the Offer.

§ 12   Term /Termination

(1)   The Agreement shall come into effect upon Customer's acceptance of the Offer. The initial term of the Services is set out in the Offer. The term starts on the System Activation Date. The term shall automatically renew for additional 12 months, if neither Party terminates the Agreement with a 3 months' notice period to the end of the then current term.

(2)   In the event Cleverciti starts invoicing the Annual Services Fee earlier than on the actual System Activation Date due to a delay on the part of the Customer (see § 6 (4)), the term specified in the Offer shall start as of such earlier date.

(3)   The Parties' right to terminate the Agreement for cause shall remain unaffected.

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

§ 13   Confidentiality

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

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

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

§ 14   Publications

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

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

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

§ 15   Governing Law and Jurisdiction

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

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

§ 16   Miscellaneous

(1)   Customer's right of retention shall be excluded, unless it can be based on undisputed claims or claims finally asserted by a court and is based in the same contractual relationship as Cleverciti's claim.

(2)   Customer's right to set-off counterclaims shall be excluded, unless it concerns undisputed claims or claims finally asserted by a court.

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

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

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