

PRIVATE OPERATOR AGREEMENT

This Private Operator Agreement (the "Agreement") is effective as of this ____ day of _____, 202_ (the "Effective Date"), and is made between Cale America Inc., d/b/a Flowbird, a Delaware corporation with its principal place of business located at 13190 56th Court, Suite 401, Clearwater, FL 33760 ("**Contractor**"), and _____, a Michigan _____ having its principal place of business at _____ ("**Operator**"). Contractor and Operator are sometime each referred to herein as a "**Party**" and collectively as the "**Parties**."

Recitals:

- A. Operator is the owner, tenant, or operator of certain real property and improvements located at _____ in Detroit, Michigan, consisting of tax parcel(s) _____ (the "**Property**");
- B. Operator wishes to make the Property available to members of the public for parking purposes during the hours, with the number of available spaces, and at the pricing determined by Operator; and
- C. Contractor has a license to use a software application (the "**Parking App**") to make the "Operator Information" (as hereinafter defined) provided by Operator available to public users of the Parking App (the "**Users**").

Accordingly, in consideration of the forgoing, the Parties hereby agree as follows:

- 1. This Agreement shall commence on the Effective Date and shall terminate on _____, 202_ (the "**Term**") unless earlier terminated in accordance with this Agreement. Either Party may terminate this Agreement at any time during the Term upon fifteen days' prior written notice.
- 2. Operator will provide to Contractor in the manner, and within the timelines determined by Contractor, certain data, information, and insights regarding the parking options available at and upon the Property, including but not limited to,

exact Property location, current pricing, available parking space, and dates and times of parking operations ("**Operator Information**"). Operator expressly acknowledges that the Operator Information will be made available through the Parking App to the Contractor, members of the general public, and Users; Operator further expressly authorizes and agrees to the sharing of the Operator Information as set forth herein.

3. Nothing herein shall be deemed to grant to Operator any right, title, and/or interest in or to the Parking App, including but not limited to any Intellectual Property Rights. "Intellectual Property Rights" mean all patent, copyright, trademark, trade secret and other intellectual property or proprietary rights of any kind. Likewise, Contractor also shall own any feedback that Operator or the Users provide regarding the Parking App and any of its systems, technology, information or methodologies.
4. Operator expressly agrees that all Operator Information provided by Operator to Contractor will be truthful, accurate, and reflective of actual pricing, actual location, and actual availability for parking services at the Property for the relevant time period.
5. Operator shall make the Property available to Users in strict compliance with the Operator Information provided to Contractor by Operator.
6. Operator is hereby granted a temporary, non-transferable, non-exclusive right to use the Parking App for the purposes of providing the Operator Information to the Contractor and for any other purpose to the extent consistent with Operator's obligations under this Agreement. Operator is responsible for contacting its internet service provider or data carrier for more information regarding usage rates and fees. Use of the Parking App requires a compatible computer, mobile telephone or handheld device, internet browser, internet access (fees may apply), and software (fees may apply), and may require obtaining updates or upgrades from time to time. Operator is responsible for contacting its internet service provider or data carrier for more information regarding usage rates and

fees. Except as specifically set forth herein, Operator is solely responsible for its own costs associated with its usage of the Parking App.

7. Operator acknowledges and agrees that the features reflected in the Parking App may at any time or from time to time be revised, modified, terminated and otherwise amended at any time. The Parking App may also integrate with other services or devices, and these features may be subject to separate or supplemental terms or privacy practices. Operator acknowledges that Contractor expressly reserves the right to change, update, improve, correct, modify, suspend, discontinue or cancel all or part of the Parking App, including any of its features, functionalities or manners of operation at any time, without obligation to Operator. Operator's use of the Parking App after any changes are implemented will be considered acceptance of such changes. Operator acknowledges that the Parking App may not be available during maintenance breaks and other times.
8. Operator expressly acknowledges and agrees that in accordance with the terms and conditions set forth herein, Users will pay all fees for and associated with their parking on the Property through the Parking App.
9. Every rolling seven (7) day period (each a "**Payment Cycle**"), Contractor shall perform a written, complete, true and accurate accounting (the "**Accounting**") that reflects the following information for the full Payment Cycle that has most recently closed: **(a)** the total dollar amount of transactions processed through the Parking App for the Property; **(b)** the total number of transactions processed through the Parking App for the Property; **(c)** the total number by types of transaction processed through the Parking Lot for the Property; **(d)** the total amount due to Operator as its proportionate share of the revenue for providing parking services at the Property; **(e)** the total amount due from Operator as fees for Operator's use of the Parking App for providing services to Users; and, **(f)** any and all calculations required to determine the accurate amount of revenues due to Operator and the total amount in fees due from Operator for parking services processed through the Parking App. For purposes hereof, each "Payment Cycle"

shall begin on Friday at 12:00 AM Eastern Time and end the following Thursday at 11:59:59 PM Eastern Time.

10. If at any time the Accounting differs from Operator's calculation of revenues and fees due to Operator for providing parking services through the Parking App, Operator will advise Contractor immediately in writing, and shall include with any such notice Operator's written calculations and any supporting documents.
11. Contractor and Operator agree to work to resolve any such discrepancy in good faith. If no resolution can be reached after fifteen (15) calendar days, then either Operator or Contractor may terminate this Agreement in accordance with the terms hereof. Operator expressly consents to continue providing parking services at the Property during the fifteen (15) day period within which Operator and Contractor are working to resolve the discrepancy regarding the Accounting.
12. Operator expressly acknowledges and agrees that for each subject Payment Cycle, Operator will receive one hundred percent (100%) of the revenue collected during said Payment Cycle for parking services provided at the Property **MINUS** the fees and expenses set forth on the attached Exhibit – “Private/MPD/DPM Operator Cost,” which fees and expenses Operator agrees to pay and authorizes Contractor to retain from any revenue payments due to Operator for each Payment Cycle hereunder.
13. Operator represents and warrants that, on the Effective Date and at all times thereafter during the Term hereof:
 - (a) it is the sole owner of the Property, or that it is the owner's agent or tenant with the express written authority to conduct its business and operate a commercial parking lot on the Property;
 - (b) it is and will remain fully and appropriately licensed by the City of Detroit Buildings, Safety Engineering, and Environmental Department for its business operations as a commercial parking lot on the Property; and
 - (c) it has no tickets or violation notices nor any unpaid fees, fines, assessments or taxes of any kind owing to the City of Detroit.

Signature page to the Private Operator Agreement between Cale America Inc., d/b/a Flowbird, a Delaware corporation ("Contractor"), and _____, a Michigan _____ ("Operator")

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Acknowledged and Agreed:

Contractor:

Cale America Inc., d/b/a Flowbird, a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

Operator:

_____, a Michigan _____

By: _____

Name: _____

Title: _____

Date: _____