Taggr Solutions LLC Usage Agreement

1. The following terms and conditions, including any attachments, addendums and exhibits hereto, constitute Taggr Solutions LLC Usage Agreement (the "Agreement") and is entered into herein and between Taggr Solutions LLC (the "Company") and the undersigned party and its agents, employees and representatives (the "Client") and is effective on the date set forth on the signature page below ("Effective Date").

    The Company is a parking enforcement marketplace designed to minimize costs associated with traditional parking enforcement overhead. Access to the Company's dashboard and marketplace is provided to the Client, where the Client receives 50% of the net revenue[1] from each paid notice.

2. Use and Restrictions:

    Subject to the terms and conditions in this Agreement, the Client is granted permissive use of the Taggr Dashboard and Marketplace ("Taggr"). The Client agrees not to alter, modify or adapt Taggr's software or its enforcement equipment for any purpose. Client also agrees not to resell, distribute, or make Taggr available to any non-signatories to this Agreement. Client agrees to safeguard in confidence and not to distribute the usernames or passwords assigned to it by the Company. Client agrees to use Taggr only as directed by the Company and in accordance with all applicable state, federal and local laws, rules, regulations and ordinances.

3. Proprietary and Confidential Information:

    The Company retains all rights to intellectual property related to Taggr and the system it utilizes for processing payments, including all: (a) rights associated with copyrights, trademarks, and trade names; (b) technical and non-technical information; (c) designs, patents, and patent pending applications; and (e) all other intellectual property rights. The Client agrees not to infringe upon the Company's intellectual property rights. At no time shall Client challenge or assist others in challenging any of the Company's intellectual property rights.

    Client agrees that Taggr and the Company's systems and processes for utilizing Taggr are proprietary. Client agrees to hold in confidence all proprietary information it receives from the Company. Client will not disclose any of the Company's proprietary information other than to their respective employees or agents who have a need to know such proprietary information and Client agrees not use any of the Company's proprietary information for any purpose other than that set forth in this Agreement. Client agrees to assist the Company in resolving any unauthorized use or disclosure of proprietary information caused by Client. Client acknowledges that its employees and agents are bound by the terms and conditions of this Agreement.

    Upon written request of the Company, the Client shall immediately return or destroy (as directed by the Company) all proprietary information it received from the Company, including all copies. Upon

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[1]Net Revenue: Total charged to violator less Tire Tag Fees, 1099 Fees, Processing Fees and Taxes

the request of the Company, the Client shall furnish to the Company an affidavit providing assurances as to the return or destruction of the Company's proprietary information.

All products and materials delivered or transmitted to the Client pursuant to this Agreement, including proprietary information are to remain the sole and exclusive property of the Company. All obligations and restrictions of confidentiality and ownership of propriety information under this Agreement shall survive the termination of this Agreement. Client authorizes the Company to use the Client's name and logo on the Company's marketing and promotional materials, including its website and client lists. Client also authorizes the Company to make press releases available to the general public regarding the services it has provided to the Client. The Company authorizes Client to use the Company's trademark and logo in its marketing and promotional materials to inform the public that Client uses the Company's parking enforcement system.

4. Termination:

This Agreement shall commence on the Effective Date and remain in effect until terminated in writing by either party (the "Term").

5. Non-Compete:

The Client shall not attempt to replicate, reproduce, create, or aid in the same, any Company product, property, or system, or assist another in doing so, for two (2) years after termination of the Agreement, regardless of which party terminates this or any future agreements. The Company is aware similar systems currently exist on the market or may appear in the future. This provision survives termination of this Agreement. Certain states do not recognize non-compete provisions, so this paragraph may not apply to you.

6. Property:

Client shall not acquire any ownership of any product, equipment, hardware, systems, or intellectual property used in implementing Taggr, including the system itself, without the prior written consent of the Company. This provision survives termination of this Agreement.

7. Responsibilities:

The Company will maintain the operational system and payment processing system and will be responsible for merchant fees and additional fees as required. The Company will distribute the appropriate revenue generated by paid enforcement notices in accordance with this Agreement. The Company shall be responsible for providing the enforcement applications in working order. Client and Company are responsible for their respective taxes.

The Client will be responsible for following specific policy and procedure guidelines as outlined by the Company. The Client represents, warrants, and covenants to the Company that: (a) If the Client is an entity, it is duly organized and exists in good standing under the applicable laws of its state of incorporation or formation; (b) it has the necessary authority to conduct the business in which it is

currently engaged, (c) it is in compliance with all applicable laws, (d) there is no conflict of interest that will prevent Client from completing its obligations hereunder, (e) it shall obtain and maintain at all times all required licenses, credentials, approvals or other certifications to comply with its obligations hereunder.

Client's use of the Taggr does not violate any laws, rules or regulations of the state in which Client conducts business. The Client accepts all liability for operation and utilization of Taggr. The Client is responsible in determining the amounts or fines that it charges to a violator for enforcement applications and warrants that such amounts do not violate any law, rule or ordinance in the state or municipality in which Client conducts business.

The Client and the Client's affiliates shall not disparage the Company or any of its directors, officers, agents or executives or otherwise take any action which could reasonably be expected to adversely affect the reputation of the Company or its products or the personal or professional reputation of any of its directors, officers, agents or employees.

Client agrees that Company has not made any representations or warranties related to the results the Client should expect to obtain from its use of Taggr other than those set forth herein.

8. Taggr Recruiting Services

    Account Registration. When users create an account with Taggr Solutions LLC, we collect the information they provide us, such as name, email address, birth date, phone number and any other relevant information for verifying a user's identity. Users may choose to share additional info with us related to the identity of their account. Prior to a users account being activated, they may be required to undergo a phone interview, a background check, watch a series of tutorials and pass a quiz with a score of 90% or higher.

    Taggr Information. If users apply to be a Taggr, we may collect collect the information submitted in a users application, including name, email address, phone number, birth date, profile photo, physical address, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information. We request users to connect a bank account through Stripe connect to receive payouts. Depending on users location, we may also ask for additional business licenses or permit information or other information to manage services relevant to that location. We may need additional information from you at some point after you become a Taggr, including information to confirm your identity (like "selfie" imagery).

9. Processing and Compensation:

    Dock, Inc. facilitates payment processing for Tire Tag notices[2]. Parkpliant facilitates payment processing for SMS and mail-in notices[3].

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[2] Tire Tag Notice: A device that can be placed on a vehicles wheel, along with a decal that can be placed on a vehicles window
[3] Parkpliant Notice: An sms notification and/or a mail-in notice

Client and Company agree to a 50% net revenue[4] share from each paid notice.

Tire Tag Disbursements: Client receives Stripe connect account disbursements every Friday from Taggr Solutions LLC, given the exception of bank Holidays falling within or on the payout schedule.

Parkpliant Disbursements: Client will be paid out via wire or ACH from Taggr Solutions LLC on the first week of the month following prior months end revenue.

10. Chargebacks and Voids:

In the case of chargebacks, each party is responsible for their appropriate refund amount from immediate payout funds. The appropriate refund amount is based on each party's respective amount of the payment. The Client acknowledges and agrees that the Company shall have a right to the usage fee for each transaction processed by the Company, 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 Client. Therefore, Client covenants and agrees that the Company shall have the right to collect all fees and costs relating to each use of a paid notice through Taggr (whether or not the Client ultimately receives payment for the notice) and shall have the right to offset "bad charges" or refunded charges against future amounts due as part of using the Company's products and services. After the first 30 days of activating Taggr, all voided Tire Tag citations will be invoiced to the Client at $1.00 per voided citation.

11. Third Party:

In the event the "Client" is an entity such as a parking lot management or security company using Taggr, it is the responsibility of the Client to inform the third party of the terms and conditions of this Agreement and proper utilization of the enforcement application. The Client shall provide a signed written approval from the third party or a signed contract, showing the Client has full management authority before utilizing Taggr Solutions LLC services.

12. Quantity and Expenses:

   a. The Tire Tag - The Client agrees to re-imburse the Company for The Tire Tag set up fee within 30 days of the Effective Date of this Agreement, in which case the product will be shipped. The Tire Tag is responsible for replacing devices from being unpaid or damaged due to being deployed on a vehicle at no additional charge within 28 business days of being notified by the Client. If a Tire Tag device is damaged by a violator, it is the financial liability of the violator to cover this cost. If devices are not designated appropriately with the system, each of these replacement devices will be invoiced at $38.00 per device.

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[4] Net Revenue: Total charged to violator less Tire Tag Fees, 1099 Fees, Processing Fees and Taxes

- Standard Set-Up: 10 Tire Tags, 1 drop box and 100 window decals.
  Total: $ 795.00

    b. Parkpliant – The Client agrees to re-imburse the Company on a monthly basis for lookup fees incurred by Parkpliant's and Taggr Solutions bundle agreement of $5 per lookup.

13. Customer Service and Dispute Resolution
Taggr Solutions LLC provides customer service and dispute resolution for all Tire Tag notices, which can be accessed by violators via email, SMS, call center and chatbots.

14. Indemnification:

To the fullest extent permitted by law, the Client shall indemnify and hold harmless the Company, and its officers, owners, managers, agents and employees from and against any and all claims, damages, losses and expenses of any kind, including but not limited to attorney's fees, arising out of or resulting from Client's work or Client's use of the Taggr System under this Agreement, including such damages or losses for bodily injury, sickness, disease or death, or to injury to or destruction or damage to real or personal property, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

The indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Client or the Client's employees under workers' compensation acts, disability benefit acts or other employee benefit acts. This provision survives the termination of this Agreement. To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Client, and its officers, owners, managers, agents and employees from and against any and all third party claims, damages, losses and expenses of any kind, including but not limited to attorney's fees, arising out of or resulting from the Company's negligence, including such damages or losses for bodily injury, sickness, disease or death, or to injury to or destruction or damage to real or personal property, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

The indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Company or the Company's employees under workers' compensation acts, disability benefit acts or other employee benefit acts. This provision survives the termination of this Agreement.

15. Mediation:

Any party that intends to assert any claim arising out of or related to this Agreement shall first be required to attend mediation as a condition precedent to initiating arbitration proceedings. The parties shall endeavor to resolve their claims by mediation unless both parties mutually agree otherwise. Request for mediation shall be served in writing by the party that intends to assert a claim. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation

for a period of 90 days from the date of filing, unless stayed for a longer period by agreement of the parties or an arbitration order.

The parties shall split the mediator's fee equally. The mediation shall be held in the location that is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

16. Arbitration:

Any claim arising out of or related to this contract shall be subject to binding arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims not resolved by mediation shall be submitted to The American Arbitration Association for binding arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The party initiating arbitration shall be responsible for all costs and fees associated therewith.

17. Insurance:

The Client shall purchase and maintain insurance of the following types of coverage and limits of liability: Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Client's Agreement until date of final payment and termination of any coverage required to be maintained after final payment to the Client. The Client is required to carry a minimum of $1,000,000 General Liability occurrence limit. The Company requires the Client's General Liability policy to respond on a primary and noncontributory basis in the event of a claim or loss. Certificates of insurance acceptable to the Company shall be filed with the Company prior to commencement of the Client's contract.

The Client is required to name Taggr Solutions LLC as an additional insured on their general liability policy. These certificates and the insurance policies required by this Agreement shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Company.

18. Non-Waiver:

No failure on the part of either party to require the performance by the other party of any term of this Agreement shall be taken or held to be a waiver of such term or in any way impact such party's right to enforce such term.

19. Relationship of Parties:

It is understood and agreed that the Client shall in no event be construed to be a partner, joint venturer, fiduciary or associate of the Company. This Agreement should not be construed as

creating a consulting, employment, agency, partnership, joint venture, teaming or any other type of relationship with the Client. Taggr Solutions LLC is a third-party vendor.

20. Severability:

Should any term of this Agreement be found invalid or unenforceable, it shall not affect the validity or of any other term of this Agreement. If necessary, for enforcement of any of the covenants in the Agreement by an arbitrator, the Client and the Company agree that the arbitrator is authorized to reduce or modify the covenant as necessary for the maximum enforcement permitted by law.

21. Applicable Law:

This Agreement shall be in all respects interpreted and construed in accordance with and be governed by the laws of the State of Delaware. The parties agree that any action at law or in equity relating to this Agreement shall be subject to binding arbitration.

20. Entire Agreement; Construction:

This Agreement, together with the Schedules hereto, represents the final and complete contract of the parties, and shall be binding upon, and inure to the benefit of, the parties and their respective beneficiaries, successors and assigns, and supersedes all prior documents, representations, and understandings of the parties that may relate to the subject matter of Agreement. No other understanding, oral or otherwise, regarding the subject matter of Agreement shall be deemed to exist or bind either party. The parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or Schedules hereto.

21. Amendment:

No modification, amendment, nor addition to Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all of the parties.

22. Headings; Number and Gender:

The headings set forth herein are for the purpose of convenient reference only, and shall have no bearing whatsoever on the interpretation of Agreement. Where text requires, words in the singular will be deemed to include the plural and vice-versa, and words of any gender will be deemed to include all genders.

23. Counterparts:

This Agreement may be executed in one or more counterparts, all of which shall, in the aggregate, be considered one and the same instrument. For ease of delivery, the parties may exchange digital copies of signatures, and all such signatures will be deemed to bind the parties as if they exchanged "wet" signatures.

24. Additional Documents:

Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to Agreement and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date set forth below.

COMPANY: **CLIENT:**

Taggr Solutions LLC

By: _____   By: _____

Name: _____   Name: _____