



Airport Commission

Wednesday, July 30, 2025, 4:15 PM, Zoom/Wright Room at the Airport

PLEASE NOTE:

This meeting is will be held on zoom and in-person in the Wright Room at the Airport. Zoom Info:

Topic: Airport Commission Special Meeting

Time: Jul 30, 2025 04:15 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/99938927623?pwd=ZdIHPkcbF7sNIElsKpe19UhTuf04x0.1>

View meeting insights with Zoom AI Companion

<https://zoom.us/launch/edl?muid=7828d434-c9e8-43eb-8dca-0e33ca6fed0b>

Meeting ID: 999 3892 7623

Passcode: 204099

One tap mobile

+19292056099,,99938927623#,,,,*204099# US (New York)

+13017158592,,99938927623#,,,,*204099# US (Washington DC)

Dial by your location

● **+1 929 205 6099 US (New York)**

● **+1 301 715 8592 US (Washington DC)**

● **+1 305 224 1968 US**

● **+1 309 205 3325 US**

● **+1 312 626 6799 US (Chicago)**

● **+1 646 931 3860 US**

● **+1 386 347 5053 US**

● **+1 507 473 4847 US**

● **+1 564 217 2000 US**

● **+1 669 444 9171 US**

● **+1 669 900 6833 US (San Jose)**

● **+1 689 278 1000 US**

● **+1 719 359 4580 US**

● **+1 253 205 0468 US**

● **+1 253 215 8782 US (Tacoma)**

● **+1 346 248 7799 US (Houston)**

● **+1 360 209 5623 US**

Meeting ID: 999 3892 7623

Passcode: 204099

1. Call to Order

Subject **1.1. Call to Order**
Meeting July 30, 2025 - Airport Commission Special Meeting - Wednesday, July 30, 2025, 4:15 PM, Zoom/Wright Room at the Airport
Category 1. Call to Order
Department

Type

Subject **1.2. Acknowledgement of Remote Commissioners**
Meeting July 30, 2025 - Airport Commission Special Meeting - Wednesday, July 30, 2025, 4:15 PM, Zoom/Wright Room at the Airport
Category 1. Call to Order
Department

Type

2. Agenda

2.1. Motion to amend/adopt agenda

3. Public Forum

Subject **3.1. PUBLIC FORUM - Verbal Comments**
Meeting July 30, 2025 - Airport Commission Special Meeting - Wednesday, July 30, 2025, 4:15 PM, Zoom/Wright Room at the Airport
Category 3. Public Forum
Department

Type

4. Request to Sign a Parking Access and Revenue Control System Agreement with FlashParking Inc.

Subject **4.1. Memo Approval**
Meeting July 30, 2025 - Airport Commission Special Meeting - Wednesday, July 30, 2025, 4:15 PM, Zoom/Wright Room at the Airport
Category 4. Request to Sign a Parking Access and Revenue Control System Agreement with FlashParking Inc.
Department

Type

Recommended Action

5. Adjournment

Subject **5.1. Motion to adjourn**

Meeting July 30, 2025 - Airport Commission Special Meeting - Wednesday, July 30, 2025, 4:15 PM, Zoom/Wright Room at the Airport

Category 5. Adjournment

Department Council and Board

Type

Recommended Action

6. Informational and Non-Discrimination Statements

Subject **6.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.**

Meeting July 30, 2025 - Airport Commission Special Meeting - Wednesday, July 30, 2025, 4:15 PM, Zoom/Wright Room at the Airport

Category 6. Informational and Non-Discrimination Statements

Department Council and Board

Type

TO: City of Burlington, Airport Commission

FROM: Patrick Leahy Burlington International Airport
Nicolas Longo, Director of Aviation

DATE: July 30, 2025

SUBJECT: Parking Access and Revenue Control System Agreement with FlashParking Inc.

In an effort to enhance the efficiency and effectiveness of parking management at the Patrick Leahy Burlington International Airport, we are proposing a replacement of the current T2 Parking Systems parking access and revenue control system (PARCS) which has been operational since March 2018. This replacement with a new company called FlashParking Inc. is aimed at bringing the parking garage management of the Airport to the forefront of customer experience, revenue control, and ensuring that we will remain on the cutting edge of technology. Using the Cooperative Purchasing procurement methods, which is the preferred method for procuring by the City of Burlington's updated Procurement Policy. Flash was a preferred vendor on the cooperative purchasing program and through diligent research on alternate solutions.

What's Changing?:

1) New Machines:

All entry, exit, and pay-on-foot machines located in the terminal will be replaced with FlashParking. We will also be adding an entry and exit lane to the White Street extension surface lots (lots B/C). This will help monitor the employee parking and help us capture revenue when these lots are used as "overflow" lots.

2) What FLASH brings to Leahy BTV:

- a) Industry leading technology.
- b) Regional supply facilities, leading to less lead time for parts and more up time for equipment.
- c) Regional sales and service support for better customer service.

3) Key Features:

- a) Digital Payment opportunities Apple/Google/ Credit Card Tap
- b) Off-line Cloud Storage Mode
- c) Express Pay Network and Frequent Parking Programs

4) Estimated Projected Timeline:

- 8/4** – Board of Finance approval and contract execution
- 8/5-9/5** – Project management meetings, with Airport staff, design team, and contractors
- 9/5-9/19** – Pre- install preparations
- 9/22** – Arrival of equipment
- 9/22 – 10/6** – Install, implementation, training, data import.

5) Pricing and Budget:

- a) \$199,079.37 down payment
- b) \$7,741.31 per month or approx. \$93,000 per year as a Hardware as a Service Contract (HaaS) that is 60-month term with 2-one-year optional extensions. Our current annual cost with T2 is approximately \$60,000 annually for software and licensing fees.
- c) \$199,995.23 optional buyout at end of term
- d) Warranty covered for initial 60 MO term and will extend with the optional extensions of the HaaS, extensions are not automatic and only at the request of the airport
- e) The fiscal year 2026 budget needs a budget amendment to properly reflect the down payment and anticipated monthly payments. This amendment will increase the existing approved fiscal year 2026 budget from \$150,000 to \$269,000 to cover down payment and monthly payments expected to start by October. The requested budget amendment is as follows:

Org Set	GL Account	Account Name	Increase / (Decrease)
Expense - Increases			\$ 119,000
400-35-433-600	7200_115	Capital Lease Equipment	\$ 119,000

Expense - Decreases			\$ (119,000)
400-35-433-600	6017	Computer Licensing and Maintenance	\$ (25,000)
400-35-433-600	6300_170	Repairs and Maintenance Buildings	\$ (94,000)

We believe this upgrade will carry us forward in an ever changing environment and keep us on the leading edge of technology and innovation in collaboration with FLASH parking.

MOTIONS:

Airport Commission:

1. “To approve and recommend that the City’s Board of Finance authorize the Director of Aviation to execute the agreement, subject to final review and approval by the City Attorney’s Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney’s Office as may be necessary or convenient to effectuate the transactions contemplated hereby.”



BTV - Airport Garage

Q-92729

Proposal for:
BTV Airport
06-02-2025

Facility at:
Burlington Intl Airport 1200 Airport Dr Ste 1
South Burlington, VT, 05403-6028
United States

Created By:
Iliya Kolev
FlashParking, Inc.
iliya.kolev@flashparking.com
(617) 365-1800



 **Quote Summary - Term:60 months**

Product Type	Monthly Recurring Subtotal	One-time Subtotal
Hardware	\$6,456.31	\$199,079.37
Software	\$1,285.00	\$0.00
Total	\$7,741.31	\$199,079.37

Buyout Price	\$199,995.23
---------------------	--------------



Product Details

Product Name	Quantity
Smart Station Mini (RFID)	1
Custom Vinyl Wrap - Smart Station Wall Mount	0
Smart Station (RFID+Barcode+EMV)	14
Custom Vinyl Wrap - Smart Station Mini Hat	0
Flash Care Kit Mini-Level 2	0
Flash Care Kit Plus for Touchscreen kiosks	0
Flash Care Kit for Touch Screen Kiosk-EMV	0
Flash Care Kit for Touch Screen Kiosk	0
Flash Care Kit Mini-Level 1	0
Flash Care Kit Mini-Level 3	0
Flash Care Kit Plus for Touch Screen Kiosk-EMV	1
Smart Station Bank Note Recycler (BNR) FP Grey	3
Spare Cash Box for Bill Recycler	1
20' Straight Arm	1
Straight Gate Arm Care Kit	1
10' Straight Arm	14
Articulating Gate Arm Care Kit	1
LED Articulating Gate Arm Care Kit	0
Magnetic Access Pro-L Gate Column	1
Magnetic Gate Column	16
10' x 98" ADA Articulating Arm	2
LED Straight Gate Arm Care Kit	0
LC3100 HTS Lane Controller	0
950 W Heater	15
100 W Heater	1
3X6 ft Loop with 50 ft Lead in SC18-50	34
Commend Intercom System	0
Network Kit	1
Universal mounting pole	4
Digital Ticket Checkout (DTC)	1

24/7 Phone and Online Support	1
Full System Base Software - Flash	1
AVI Module	0
External Call Center Module	0
Network Kit Module	0
Validation Module	1
Mobile App Module (for managing parking operations)	1
Full System - Device Software License - Flash	15
Ongoing PCI compliance + Software Updates and general software patches	1
Digital Rate Display Module	0
Managed Network Services with 4G/LTE Back-up	1
Monthly Parkers Access via Mobile Phone (IVR)	1
VISION Monthly SAAS Per Device	13
FlashAccess Bluetooth-Module	1
Cash Acceptance Module	1
License Plate Recognition (LPR) Module	0
Video Damage Control Recording Camera System Module	0
Real-time Reporting Suite	1
Gate Installation	15
Cash Machine Installation	3
LPR Installation	13
Partner installation and/or Civil Work	1
Smart Station Installation	15
ParkWhiz Integration	1
Setup Fee	0
FLASH Permit	1
Travel & Expenses	1
Implementation Fee	1
Construction Implementation Fee	0
Shipping and Handling	47
PARCS Extended Warranty	0
PARCS Two Year Standard Warranty	15
EMV Gateway Setup	1

Software Suite and Configuration for FULL system-Flash	1
Commend Setup	0
Smart Station Combination Hat Kit FP Grey	2
Reservations	1
VISION 3XPOE+ Switch	7
Valet Kiosk Pay on Foot and Vehicle Request Module	0
Smart Station Hat FP Grey	11
VISION FVR-Mark4	13
FlashAccess Valet Access -Module	0

Exhibit E License Agreement

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 date set forth in the Agreement (the “PSA”) by and between FlashParking, Inc., a Delaware corporation (together with its subsidiaries and affiliates, “Flash”) and City of Burlington, a municipal corporation of the State of Vermont (“Customer”). Flash and Customer at times are each referred to herein as a “Party” and, collectively, as the “Parties.” Terms used herein but not defined shall have the meaning set forth in the PSA.

This Agreement (along with the other PSA and other attached contract documents) sets forth the terms and conditions governing Customer’s purchase of any configuration of Equipment, Services, and Software (collectively “Flash Offerings”).

Supplemental terms and conditions necessary for certain Flash Offerings may be included in an amendment to this Agreement.

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, cameras and other hardware and accessories to be delivered to Customer as specified in the relevant Statement of Work 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 Statement of Work and additional terms may apply pursuant to Attachments.

1.3 Flash may provide the services set forth below (collectively, the “Services”) which shall be further described in an Statement of Work 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”);

1.3.2 consulting, administrative, and technical services (“Professional Services”);

1.3.3 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”);

1.3.4 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.

1.3.5 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”).

1.4 Additional Flash Offerings may come available over time and a description and any necessary terms for those Flash Offerings will be captured by an Addendum to this Agreement.

1.5 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 as necessary to facilitate the provision of such Services as described in the applicable Statement of Work. Subcontractors subject to City approval as per the terms found in Contract Section 2 D.

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

1.6.1 In the event any Installation Services are completed by a third-party not directly under Flash’s supervision: (a) Flash will not bear any risk associated with the Installation Services and (b) Customer shall be responsible for ensuring that the Installation Services will be and are consistent with Flash specifications and all documentation, requirements, and procedures made available to Customer.

1.6.2 Regardless of who provides the Installation Services, 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.

1.7 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. Notwithstanding the foregoing, if such additional cost will result in the parties exceeding the maximum limiting amount of the PSA, a Change Order (defined below) shall be required, to which the City shall not unreasonably withhold, condition, or delay its consent.

1.8 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 shall continue to work in accordance with the existing Statement of Work.

2 General Use; Use Restrictions

2.1 Subject to the terms and conditions set forth in any Statement of Work, Customer is hereby granted a restricted, limited, revocable, non-transferable, non-exclusive license to use the Equipment, Software and Services (collectively, the "Flash Offerings"). 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 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 Statement of Work, attachments, or other valid documents provided to Customer in accordance with this Agreement. Prior to termination of Customer's access to Flash OS, Flash shall give Customer thirty (30) days to remedy the cause of the termination.

2.2 Except as expressly permitted herein or in any applicable Statement of Work, 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) distributing, reselling, 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.

3 Confidential Information, Proprietary Information, and Intellectual

Property Rights

3.1 All material, non-public, business-related information, 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. Flash understands that the City is subject to the Vermont Public Records Act, as further set forth in the PSA.

3.6 All materials transmitted from Flash to Customer which includes any Proprietary Information are to remain the sole and exclusive property of Flash. The 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, 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 not to prejudice or impair the interest of Flash in any of its Intellectual Property. 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 Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Director or their authorized representative. Any oral presentation or written materials related to Customer shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the Director in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Burlington City Council, and the Auditor.

3.9 Flash hereby authorizes Customer the right to seek 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") and must be used according to any Flash 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.

4 Payment Terms

4.1 Flash shall invoice Customer for recurring software license fees that relate to the operation of Equipment upon successful Commissioning Services or in no event later than 120 days after the execution of the Statement of Work. Customer may elect to pay any recurring software license fees annually. The first invoice will be upon successful Commissioning Services but in no event will such invoice be later than 120 days after execution of an Statement of Work unless otherwise agreed to by the Parties. Subsequent annual fees will be invoiced annually in advance.

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

4.3 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. Customer may be tax exempt from certain taxes and will provide tax exempt certificates where applicable.

4.4 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 to the extent such damage or loss is caused by Customer.

4.5 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.

4.6 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 or not 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.

4.7 All required travel and expenses reasonably and actually 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. Travel expenses and approvals are addressed in Contract Section 5 F viii.

5 Delivery

Unless otherwise specified in an Statement of Work, Flash shall arrange, with Customer's full cooperation at Customer's cost, 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 (and subject to the Customer's rights under the UCC to inspect the Equipment promptly and to reject any defective equipment, 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.

6 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) the 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 reasonable discretion and Flash will post such changes on its website or provide such updated Policies to Customer. In the case of a direct conflict between any provision of a Policy and the provisions of this Agreement, the provision of this Agreement shall prevail. It is Customer's sole obligation to read all Policies and updates, amendments, and supplements thereto. Customer's continued access of the website and the Flash Offerings constitutes Customer's assent to any changed terms of any of the Policies.

7 Customer Representations and Warranties and Covenants

7.1 Customer warrants that it 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.

7.2 Customer warrants that it 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.

7.3 Customer understands and agrees that to the best of its knowledge, the associated use of any Flash Offerings 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.

7.4 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.

7.5 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.

7.6 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.

8 Limited Warranty; Disclaimers; Remedies

8.1 Flash warrants to Customer, as the original purchaser (which warranty is not transferable), that Equipment shall be free from material defects in the material and workmanship under normal use, in accordance with Flash's Policies and this Agreement, for a period of twelve (12) months from the date of original sale or transfer from Flash to Customer. 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.

9 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, Articles: 3 – Confidential Information, Proprietary Information, and Intellectual Property Rights, 4 – Fees, , and 9 – Survival.

10 Miscellaneous

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, notwithstanding the passage of time. 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. This Agreement may be executed electronically, and an electronic version or other facsimile shall be treated as an original.

HaaS Addendum

This Hardware as a Service (“HaaS”) Addendum (the “Addendum”) to the FLASH OS License, Service and Product Usage Terms and Conditions (the “Agreement”) governs the payment obligations as may be set forth in an applicable Order Form where Customer has elected HaaS terms.

Customer agrees that FlashParking, Inc. (“Flash”), through one of more affiliates, will purchase all of the Flash Offerings contained in the applicable order form on behalf of Customer in exchange for the Monthly HaaS Payments set forth therein. As such, Customer hereby unconditionally agrees to pay to Flash the Monthly HaaS Payments each.

OPTION TO PURCHASE. Following an initial period of sixty (60) months from the Commissioning, Customer shall have an option to purchase the Equipment set forth on an applicable Order Form (the “Buyout Option”) by giving notice, in writing, to Flash of its intention to exercise the Purchase Option (the “Purchase Option Notice”).

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder; provided that nothing in this paragraph is intended to waive any warranty or to release FlashParking from any contractual or other legal obligation to maintain, service or repair the Equipment.

TAXES. FlashParking retains title to the Equipment and maintains a security interest in the Equipment during the Term of this Agreement. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge. To the extent that Customer is exempt from any other applicable taxes, Customer will provide any applicable tax exemption certificates.

END OF TERM. At the end of the term of this Agreement (the "End Date"), this Agreement will be of no further force and effect and the terms of the License Agreement shall be the controlling terms with respect to the Equipment. .

MISCELLANEOUS. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature or (b) the copy of this Agreement executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

FLASHPARKING, INC.

CITY OF BURLINGTON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____