

BETA TEST AGREEMENT [INX PRODUCT]

THIS BETA TEST AGREEMENT (“Agreement”) is a binding agreement between Park Assist, LLC., a Delaware limited liability company whose principal place of business is located at 57 W 38th Street, 11th Floor, New York, NY 10018, USA (“Park Assist”) and the person or entity identified at the end of this Agreement as “Beta Test Customer” (“Customer”). Park Assist and Customer are each hereinafter jointly referred to as “parties” and individually as a “party” to this Agreement.

IMPORTANT: THIS BETA TEST AGREEMENT GOVERNS CUSTOMER’S USE, TESTING AND EVALUATION OF PARK ASSIST’S [INX PRODUCT] VIA THIS PORTAL OR HOSTED ENVIRONMENT. PARK ASSIST PROVIDES THE SERVICES AND ACCESS TO ANY SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE “ACCEPT” BUTTON THAT APPEARS AT THE END OF THIS AGREEMENT YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, PARK ASSIST WILL NOT PROVIDE ACCESS TO THE PRODUCTS OR SERVICES DESCRIBED HEREIN NOR LICENSE THE BASE SOFTWARE TO CUSTOMER AND YOU MUST NOT ACCESS, DOWNLOAD OR INSTALL (AS APPLICABLE) THE SOFTWARE OR ACCESS THE SERVICES.

1 DEFINITIONS

The following definitions apply to this Agreement:

“**Confidential Information**” means all confidential data or information in any form disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) by any means that is designated as confidential. As a non-exhaustive list of examples, Confidential Information includes Data, information regarding a Party’s financial condition and financial projections, business and marketing plans, product plans, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, customer lists, vendor lists, internal cost data, the terms of contracts with employees and third parties. Information may be Confidential Information regardless of the medium or manner by which it is disclosed, including disclosures orally or via printed or handwritten document, email or other electronic messaging, fax or telephone.

“**Customer**” means you, the person or entity that will be testing the [INX Product].

“**Customer Data**” means any electronic data, information or material provided or submitted by the Customer in the course of using a Service. For the avoidance of doubt, Customer Data does not include data and information related to Customer’s use of the Services that is used by Park Assist in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services, or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

“**Customer Infrastructure**” means any information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services, on which Software is installed or will be installed.

“**Intellectual Property Rights**” are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, public perform, public display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the right to exclude another from using, making, having made, selling, offering to sell, and importing patented subject matter and from practicing patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, endorsement, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all

rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law.

“**SaaS Services**” means the initial service described in the Schedule 2 and associated content, operated and maintained by Park Assist, and made accessible via a web site or IP address designated by Park Assist from time to time, or ancillary online or offline products and services provided to the Customer (and its Authorized Users) in respect of the Site.

“**Services**” means collectively or individually, the SaaS Services and/or the Support Services.

“**Support Services**” means the maintenance and upgrade services described herein and in any as may be further described in a Sales Order.

“**Test Period**” shall mean the period beginning the first business day after the Customer accepts these terms and conditions and ending [90 (ninety)] days thereafter.

2 PROVISION OF SERVICES TO CUSTOMER

In return for Customer’s agreement to provide feedback and comments concerning the INX Park Assist Product, Park Assist shall provide to Customer limited access during the Test Period to the [INX Product] via the SaaS Services for Customer’s testing and evaluation purposes only and subject to the terms and conditions of this Agreement.

3 LIMITATIONS ON USE OF INX PRODUCT

Customer may use the Services and access and use the INX Product only for evaluation purposes and for its own internal business purposes in accordance with this Agreement. Customer shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or Products, modify, translate, or create derivative works based on the Services or the Products; copy for any purpose, rent, lease, download, transmit, distribute, pledge, assign, or otherwise transfer or encumber rights to the Products or the Services; use the Products or Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or access or attempt to access any other Park Assist subscriber accounts, files or restricted information other than Customer’s own Customer Data (as defined in Section). Customer shall not permit any contractor of Customer, nor any other third party to do any of the foregoing.

4 USE OF PRODUCT IS AT CUSTOMER’S RISK

Customer expressly acknowledges and agrees that its use and access of the INX Product and Services is at its own sole risk. Customer understands that the INX Product and Services may have errors, be incomplete, and may produce unexpected results. Customer agrees to backup data and take other appropriate measures to protect its programs and data and systems.

5 DISCLAIMER OF WARRANTIES.

THE SERVICES AND THE INX PRODUCT ARE PROVIDED “AS IS, WHERE IS” AND PARK ASSIST MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO THE INX PRODUCT AND THE SERVICES PROVIDED TO CUSTOMER, OR ANY OTHER MATTER WHATSOEVER, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THE ACCURACY, COMPLETENESS OR FITNESS OF ANY DATA OR SERVICES PROVIDED OR PROCESSED PURSUANT TO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, PARK ASSIST DOES NOT WARRANT THAT THE INX PRODUCT OR THE SERVICES WILL MEET ANY OR ALL OF CUSTOMER’S BUSINESS REQUIREMENTS OR WILL OPERATE IN A PARTICULAR COMPUTER ENVIRONMENT OR THAT THE OPERATION OF THE INX PRODUCT OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL PARK ASSIST BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOSS OF PROFITS, OR LOSS OF GOODWILL, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS DUE TO LOST DATA, LOST PROFITS OR LOST

SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE, OR THE PERFORMANCE OR LACK THEREOF, OF THE INX PRODUCT OR SERVICES, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. PARK ASSIST'S ENTIRE LIABILITY FOR ANY CLAIM ARISING HEREUNDER SHALL NOT EXCEED TEN U.S. DOLLARS (\$10.00 U.S.).

6 CUSTOMER SHALL PROVIDE FEEDBACK.

Customer agrees, upon request, to provide feedback to Park Assist about the INX Product. Customer shall keep its feedback confidential and not disclose the feedback to any other person or entity other than Park Assist. Customer agrees not to disclose any of its own proprietary or confidential information to Park Assist. Customer further agrees that the contents of all oral and written reports and feedback to Park Assist and any other materials, information, ideas, concepts, and know-how provided by Customer (including corrections to problems or issues with the INX Product) (collectively, "Improvements") become the property of Park Assist and may be used by Park Assist for any and all business purposes, without any accounting or any payment to Customer. Customer agrees to assign and hereby does assign all Improvements conceived, communicated or provided to Park Assist during the Test Period. All feedback and Improvements described hereunder shall be considered the Confidential Information of Park Assist.

7 OWNERSHIP OF PRODUCTS AND SERVICES.

Customer acknowledges that the INX Product and the Services, together with all of the intellectual property and proprietary rights embedded within or arising from the INX Product and the Services are the sole and exclusive property of Park Assist. Customer acquires no ownership interest in the INX Product or the Services from this Agreement or its use of the INX Products and Services hereunder except for its limited use and access rights during the Test Period.

8 CUSTOMER DATA AND SECURITY OF SYSTEMS.

While using the INX Product under this Agreement Customer may enter Customer Data into the INX Product and/or the INX Product may collect Customer Data. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services; (d) the security and use of Customer's and its Authorized Users' access credentials; and (e) all access to and use of the Services and Documentation directly or indirectly by or through the Customer Infrastructure or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

9 CUSTOMER OBLIGATION TO MAINTAIN SECURITY.

Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) protect against any unauthorized access to or use of the INX Product and Services; and (b) control the content of and use of Customer Data, including the uploading or other provision of Customer Data to or through the INX Product and Services.

10 CONFIDENTIALITY.

Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes described herein; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) to the extent practicable, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Customer agrees that Park Assist may collect

aggregated statistical data regarding Customer's use of the Services and provide such aggregated statistical data to third parties. In no event shall Park Assist provide to third parties specific data regarding Customer or Customer's authorized users.

Notwithstanding the foregoing, these provisions will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

11 TERMINATION.

This Agreement may be terminated immediately by either party through written notice if the other party breaches any of the material provisions of this Agreement and fails to remedy such breach within thirty (30) days after written notification by the other party of such breach. Notwithstanding the foregoing, this Agreement may be terminated immediately by Park Assist in the event of Customer's breach of the confidentiality, security and proprietary and related ownership rights provisions of Sections 7-10 of this Agreement.

12 GENERAL PROVISIONS

This Agreement does not authorize Customer to use Park Assist's names or trademarks or the fact of the beta test for any publicity or marketing or other activities.

Neither Customer nor Park Assist has any obligation to purchase anything under this Agreement. No agency, partnership, joint venture, or other joint relationship is created by this Agreement.

This Agreement is a complete statement of the agreement between the parties, supersedes all prior understandings or agreements whether verbal or written between the parties related to the INX Product and subject matter, and any change or addition to this Agreement must be in writing and signed by both parties. Customer may not assign, transfer or otherwise authorize any other person to exercise Customer's rights, obligations or interest in or under this Agreement without the prior written consent of Park Assist. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

The substantive law of the state of New York, without giving to the principles of conflict of law, shall govern this Agreement and any dispute arising under or related thereto.

By clicking the ACCEPT button below I indicate my agreement to the terms and conditions set forth in this Agreement.

ACCEPT

NOT ACCEPT

Please fill in the information below to launch your beta test!

Beta Test Customer Information:

Name: _____

Company Name: _____

Address: _____

Email Address: _____

[add any other data elements Park Assist desires... _

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