

**PROFESSIONAL SERVICES AGREEMENT
FOR
OFF-SITE EVENT PARKING BOOKING SERVICES**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”) acting by and through its Assistant City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2024 and Arrive Mobility, Inc, d/b/a Flash Parking by and through its Vice President (“Contractor”), both of which may be referred to collectively as the “Parties.”

The Parties severally and collectively agree, and by the execution of this Agreement are bound, to the mutual obligations contained and to the performance and accomplishment of the tasks described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Contractor” is defined in the preamble of this Agreement and includes its successors.

“Director” shall mean the acting director of City’s Convention & Sports Facilities Department.

“Event Days” shall mean days on which an event is held at the Alamodome with estimated attendance of over 5,000 people.

“Off-Site Parking Facilities” shall mean any parking lots and garages that Contractor has a contract with to provide parking booking services and has available through its platform.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on August 12, 2024 and terminate on August 31, 2027.

2.2 Subject to the mutual agreement of the Parties, this Agreement may be extended for up to two additional one-year renewal periods. The exercise of each such renewal

periods will require a written extension executed by the Parties. City Council approval of such extensions shall not be required.

III. SCOPE OF SERVICES

3.1 Contractor agrees to provide the services described in this Article III entitled Scope of Services for the duration of this Agreement.

3.2 **Affiliate Link.** Contractor will provide City with unique links to be posted on and included in its website, email marketing and campaigns, social marketing, etc. that directs customers to Contractor's platform for purchase of Off-Site Parking Facilities parking reservations for Event Days. As Contractor enters new contracts and make new facilities available for booking on its platform, such facilities shall automatically become a part of this Agreement.

3.3 **City Payment.** During the term of this Agreement, Contractor will pay City 20 percent (%) of Contractor's Net Revenue of Qualifying Transactions (defined below) generated through the Affiliate Links provided to City ("City Payment"). Contractor will remit all accumulated City Payment to City on the first of each month via ACH payment, once City provides banking information for proper payments in the secure section of the Affiliate Console. "Net Revenue" is defined as remaining revenue from any Qualifying Transactions after Contractor pays all costs associated with such Qualifying Transactions. Net revenue shall not include any amounts due to the owner of the garage or lot related to the Qualifying Transaction or any commissions due Contractor on such Qualifying Transactions.

3.3.1 **Qualifying Transactions.** For a parking transaction to qualify as part of City Payment, a customer must click on the Affiliate Link provided to City and purchase a parking reservation or purchase parking through Ticketmaster or another qualifying Ticket Platform under Section 3.5 and remit full payment to Contractor. City Payment on any such Qualifying Transaction will be due thirty (30) days after the referred reservation is fulfilled. Parking transactions that are canceled, refunded or are the subject of a credit chargeback will not qualify as part of City Payment. For avoidance of doubt City does not earn any City Payment on taxes. Contractor reserves the right to reject or cancel transactions that do not comply with requirements that Contractor may periodically establish.

3.4 **Third Party E-Commerce Ticketing Platforms.** Contractor works with certain third-party e-commerce ticket platforms ("Ticket Platforms") to provide parking options as an upsell to customers who are purchasing event tickets from the Ticket Platforms ("Ticket Upsell Transactions"). Contractor's obligation to pay City Payment will only be applicable if both Contractor and City work with the same Ticket Platforms to sell parking and City's event tickets. As of the time of execution of this Agreement, both City and Contractor work with Ticketmaster.

3.5 **Reporting.** Contractor will provide City access to transaction history and balance information via the password-protected Affiliate Console section of www.arrive.com. City's access to and use of the Affiliate Console shall be governed by this Agreement.

3.6 **Fulfillment.** Contractor shall be responsible for all aspects of order processing and fulfillment of all purchases and bookings. Along with providing customer service, Contractor handles all transaction logistics including payments, cancellations, and refunds. Contractor is permitted to add consumer facing fees in all transaction to cover operating costs.

3.7 **Liability for Parking Booking Services.** As provided below, City is not, in any way, responsible or liable to purchasers for the services provided by Contractor. Contractor releases City from any and all responsibility and liability for Contractor's actions under this Agreement.

3.8 All work performed by Contractor shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on both Parties. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to Director.

IV. RESPONSIBILITIES OF CITY

4.1 **Placement.** City will place the Arrive button, widget, and/or link on and included in its website, email marketing and campaigns, social marketing etc.

4.2 **Acceptance of Arrive Terms of Use.** By signing this Agreement, City agrees it has read and agrees to the Terms of Use as posted on www.parkwhiz.com/support/affiliate-terms, as they are currently or may be modified from time to time. Any conflicts between such Terms of Use and this Agreement shall be resolved in favor of this Agreement. All applicable indemnification provisions are included in this Agreement and any indemnity provisions in the Terms of Use shall not apply to this Agreement. Additionally, the Disclaimer, Limits on Liability and Arbitration provisions in the Terms of Use shall not apply to this Agreement.

4.3 **Exclusivity.** City agrees that it will not partner with any competitive parking or mobility products and services via any other website or mobile app, including online discount/coupon providers, for the duration of this Agreement.

4.4 **Signage.** By mutual agreement on designs and placement, City shall allow co-branded signage which City shall display throughout its facilities to allow easy identification by customers of ParkWhiz and Arrive products and services.

V. COMPENSATION TO CITY

5.1 In consideration of the marketing opportunities and increased sales provided by this Agreement, Contractor agrees to pay City Payment to City under the terms set forth in Article III.

VI. RECORDS RETENTION

6.1 Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered under this Agreement ("documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Contractor shall retain any and all documents produced as a result of services provided for a period of four (4) years ("retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided under this Agreement, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return said documents to City prior to or at the conclusion of said retention.

6.3 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced in this Agreement. Contractor understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of its provisions.

7.2 Termination Without Cause. This Agreement may be terminated by either Party upon 60 calendar days written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or

more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting

7.3.2 Violation of any law, City rule regulation or Ordinance.

7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this Section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Contractor fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, City shall submit to Contractor its claims, in detail, for the monies owed by Contractor to City under this Agreement through the effective date of termination. Contractor must pay all outstanding sums due no later than thirty (30) calendar days following its receipt of such claims.

7.8 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Attn: Javier Tamez
Convention & Sports Facilities Department/Alamodome
100 Montana Street
San Antonio, Texas 78203

If intended for Contractor, to:

Flash Parking
Attn: Legal Department & Ryan Kern
2500 Bee Caves Road Building 3, Suite 400
Austin, TX 78746

IX. Responsibility for Damages

9.1 Damages. If any Off-Site Parking Facility utilized by Contractor during the term of this Agreement, or any portion thereof, including any of its fixtures or furnishings, shall be damaged by the act, default or negligence of Contractor, or of Contractor's agents, employees, subcontractors, vendors, patrons, guests, or any person admitted to the such premises by Contractor, Contractor will be responsible for all such damages and releases City from any liability related to such damages.

9.2 Risk and Security. Contractor releases City from any and all risk and liability related to the loss, by theft or otherwise, or the damage of the property of third-parties while operating under this Agreement.

X. INSURANCE

10.1 Prior to the commencement of this Agreement, Contractor must provide a completed Certificate(s) of Insurance to City's Convention & Sports Facilities Department. The certificate must be:

- clearly labeled with the legal name of the Service in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number.

10.2 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Convention & Sports Facilities Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

If City does not receive copies of insurance endorsement, then by executing this Agreement, Contractor certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this Agreement.

10.3 City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the commencement of services under this Agreement or during the term of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

10.4 Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If Contractor claims to be self-insured, they must provide a copy of their declaration page so City can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$,500,000 per occurrence; \$1,000,000 general aggregate
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and

a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Property Damage of \$500,000 per occurrence.
5. Errors & Omissions - Technology Cyber	\$5,000,000 aggregate, or its equivalent in Umbrella Liability Coverage.

10.5 Contractor must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Contractor and provide a certificate of insurance and endorsement that names Contractor and City as additional insureds. Contractor shall provide City with subcontractor certificates and endorsements before the subcontractor starts work.

10.6 If a loss results in litigation, then City is entitled, upon request and without expense to City, to receive copies of the policies, declaration page and all endorsements. Contractor must comply with such requests within 10 days by submitting the requested insurance documents to City at the following address:

City of San Antonio
Convention & Sports Facilities Department-Alamodome
100 Montana Street
San Antonio, Texas 78203-1033

10.7 Contractor's insurance policies must contain or be endorsed to contain the following provisions:

- Name City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
- Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

10.8 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, City shall provide a replacement Certificate of

Insurance and applicable endorsements to City. City shall have the option to suspend this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.9 In addition to any other remedies City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order Contractor to stop work under this Agreement until Contractor demonstrates compliance with requirements.

10.10 Nothing contained in this Agreement shall be construed as limiting the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

10.11 Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by City for liability arising out of operations under this Agreement.

10.12 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

10.13 Contractor and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

XI. INDEMNIFICATION

11.1 CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES. THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, OFFICERS OR EMPLOYEES. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF

TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11.2 The provisions of this indemnification are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11.3 Contractor shall advise City in writing within 24 hours of any claim or demand against City or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.

11.4 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor shall retain City-approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

11.5 Employee Litigation – In any and all claims against any party indemnified by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation or other employee benefit acts.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon, that Contractor intends to provide all the services under this Agreement. The use of any subcontractors shall be approved by City prior to the provision of any services by said subcontractor.

12.3 Any work or services approved for subcontracting shall be subcontracted only by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by

subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by City.

12.4 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee or transferee.

12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

13.1 Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The Parties understand and agree that City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Contractor under this Agreement and that Contractor has no authority to bind City.

XIV. CONFLICT OF INTEREST

14.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with

City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his or her parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his or her parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

14.2 Contractor warrants and certifies as follows:

- (i) Contractor and its officers, employees and agents are neither officers nor employees of City.
- (ii) Contractor has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

14.3 Contractor acknowledges that City's reliance on the above warranties and certifications is reasonable.

XV. AMENDMENTS

15.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms shall be effected by amendment, in writing, executed by both City and Contractor, and subject to approval by the City Council, as evidenced by passage of an ordinance, when required.

XVI. SEVERABILITY

16.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained in this Agreement; it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVII. LICENSES/CERTIFICATIONS

17.1 Contractor warrants and certifies that Contractor and any other person designated to provide services under this Agreement has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services to be provided.

XVIII. COMPLIANCE

18.1 Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules, regulations and Ordinances.

18.2 Non-Discrimination. As a party to this Agreement, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established in this Agreement.

XIX. NONWAIVER OF PERFORMANCE

19.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee contained in this Agreement. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XV. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party under this Agreement or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved.

XX. LAW APPLICABLE

20.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

20.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XXI. LEGAL AUTHORITY

21.1 The signer of this Agreement for each party represents, warrants, assures and guarantees that s/he has full legal authority to execute this Agreement on behalf of such party and to bind such party to all of the terms, conditions, provisions and obligations contained in this Agreement.

XXII. PARTIES BOUND

22.1 This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for in this Agreement.

XXIII. CAPTIONS

23.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIV. ENTIRE AGREEMENT

24.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties, unless same be in writing, dated subsequent to the effective date of this Agreement, and duly executed by the Parties, in accordance with Article XV. Amendments.

XXV. INTELLECTUAL PROPERTY

25.1 **Marketing.** Each Party grants the other a revocable, non-exclusive license to use its marks (e.g. name, logo, trademarks), provided by such Party, in advertising and marketing materials solely for the purpose of this Agreement and such marks may not be modified in any way.

Signatures on following page

EXECUTED and **AGREED** to be effective August 8, 2024.

CITY OF SAN ANTONIO

**CONTRACTOR
ARRIVE MOBILITY, INC.
d/b/a FLASH PARKING**

Alejandra Lopez
Assistant City Manager

Ryan Kern
Ryan Kern
Vice President

APPROVED AS TO FORM:

City Attorney