



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/9/2026

File ID: TMP-6802

Department: Parking

Subject:

Type of Action: Approval/Action

A resolution authorizing the Mayor to enter into and effectuate all terms of an agreement between the City of Huntsville and ParkZen.

Resolution No.

Finance Information:

Account Number: 1000-53-53100-5250500-0000000

City Cost Amount: \$25,000.00

Total Cost: \$25,00000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

RESOLUTION NO. 25 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and ParkZen, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, for citation software in the amount of Twenty Five Thousand dollars and Zero cents (\$25,000.00) which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Smart Parking Technology Project Proposal", consisting of twelve (12) pages, two (2) additional pages including Schedule 1 License Fees and Appendix B: Product Demos and the date of April 9, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 9th day of April, 2026

President of the City Council of the
City of Huntsville, Alabama

APPROVED this the 9th day of April, 2026

Mayor of the City of Huntsville, Alabama

PARKZEN: HARDWARE-FREE PARKING INTELLIGENCE



AI-Powered Parking Intelligence

SMART PARKING TECHNOLOGY PROJECT PROPOSAL

**City of Huntsville
Parking and Public Transportation Department
500 B Church Street
Huntsville, AL 35801**

April 6, 2026

Dear City of Huntsville Parking Management Team,

We extend our sincere gratitude for affording us the opportunity to introduce ParkZen and its innovative parking technology during our past virtual meeting. The prospect of collaborating with the City of Huntsville Parking Management and community fills us with enthusiasm, and we eagerly anticipate the potential establishment of a mutually beneficial partnership.

ParkZen's mission aligns seamlessly with the City of Huntsville's commitment to *providing adequate parking service by increasing the supply of available parking spaces, enforcement of parking ordinances and maintenance of parking facilities and equipment as well as adequate and efficient community transportation services for the general public*. By leveraging modern, intuitive app-based technology, ParkZen enhances the parking experience for City of Huntsville residents and visitors by addressing demand for a seamless and accessible parking tool. Distinguished by our innovative *100% AI-powered* technology, powered by smart crowdsourcing and geofencing, we facilitate community engagement through the everyday act of parking. We are also partnered with other players in the parking industry, and we can seamlessly interface parking data from any parking system that the City of Huntsville already has in place (such as gate counts or fixed LPR counts) or plans to install in the future.

Per your request, we wish to present a tailored pricing proposal for the seamless implementation of our services at your city. Our ultimate ambition is to establish a community where parking evolves from a hassle into a gateway for enriching experiences. Collaborating with your esteemed team would be a distinct honor as we collectively strive to realize this vision.

We once again extend our heartfelt appreciation for your valuable time and consideration.

Sincerely,

Dr. Manos Chatzopoulos (CEO, ParkZen)

President of the City Council of the City of
Huntsville, Alabama
Date: _____

PARKZEN: HARDWARE-FREE PARKING INTELLIGENCE

PRICING PROPOSAL FOR CITY OF HUNTSVILLE PARKING SERVICES

ParkZen will publish a Branded Standalone App for iOS and Android for use by residents and visitors of the City of Huntsville. The following cost structure will apply: (a) a **one-time implementation fee** for the development, testing and deployment the City of Huntsville Parking app and (b) an **annual subscription fee** to maintain continuous service and support. This annual fee includes all future integrations and services to be provided to the City of Huntsville for this project (such as the incorporation of new app features or integrations with third-party data). Please refer to the table below for a comprehensive breakdown of the one-time implementation cost and the annual usage fee associated with the two different implementation choices outlined earlier.

Implementation Strategy	<u>One-time</u> Implementation Fee	Annual Subscription
Stand-alone branded parking availability and wayfinding app (i.e. "Huntsville Park")	\$ 10,000	\$ 15,000 per year

Our services are made available via a renewable SaaS (Software-as-a-Service) license. Our license terms are flexible and can be adjusted to adhere to the rules and regulations of the City. Our license terms can run from one year to multi-year engagements. Appendix A provides a couple of examples of the ParkZen User Interface to enable real-time parking guidance for the City of Huntsville community.

ParkZen Representatives Contact List

ParkZen Primary Contact: Dr. Emmanouil (Manos) Chatzopoulos, manos@parkzenapp.com

ParkZen Sales Contact: Mr. Samuel Allen, sam@parkzenapp.com

ParkZen Technical Contact: Mr. Gabriel Votaw, gabriel@parkzenapp.com

ParkZen Contact Information

www.parkzenapp.com

FEEDAFAN, LLC (d/b/a ParkZen)

7117 Florida Blvd, Baton Rouge, LA 70806, USA

support@parkzenapp.com

PARKZEN: HARDWARE-FREE PARKING INTELLIGENCE

PARKZEN LICENSE AGREEMENT

THIS SOFTWARE AS A SERVICE LICENSE AGREEMENT (“Agreement”) is made effective this 6th day of April, 2026 between: **FEEDAFAN, LLC** a Louisiana limited liability company with its registered office at 7117 Florida Blvd, Baton Rouge, LA 70806, USA d/b/a ParkZen (“ParkZen” or “Licensor”), and **The City of Huntsville, Alabama**, an Alabama municipal corporation located at 302 Fountain Circle, Huntsville, Alabama 35801 (“Licensee” or “Customer”).

RECITALS

WHEREAS, ParkZen is engaged in the business of providing innovative and proprietary parking guidance and related services to customers who own, control and/or provide parking to their constituents by the constituent(s) utilization of smartphones that use Bluetooth, sensor and internet, technology in tandem with proprietary AI-driven predictive parking data analytics made available to Licensee and its Constituents as a stand-alone iOS/Android application, or as a third-party API, known as the “ParkZen Application”; and

WHEREAS, the Licensee desires to acquire a license to use the ParkZen Application, both for its internal use and to make portions thereof available to its Constituents under the conditions set forth below:

NOW, THEREFORE, in consideration of the mutual promises herein made, the Parties agree as follows:

1. DEFINITIONS.

In addition, to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1:

- a) **“Agreement”** means this License Agreement, any Invoices, and any materials specifically incorporated by reference herein.
- b) **“AI Predictive Analytics”** means the ParkZen Application feature that assists with: Parking Stall occupancy forecasting.
- c) **“API”** means the ParkZen application programming interface package that allows external, third-party smartphone applications to interface with ParkZen Applications, which ParkZen makes available to Licensee subject to the terms and conditions of this Agreement. The API also includes any accompanying documentation and any new revisions, modifications, additional features, or updates to the API made available by ParkZen in its sole discretion from time to time.
- d) **“AutoPay”** means the ParkZen Application feature that automatically charges Constituents when they leave a paid Parking Stall.
- e) **“Base License Fee”** means the Fee to be paid by Licensee under this Agreement for the right to use the ParkZen Application.
- f) **“Confidential Information”** means any information (including any and all combinations of individual items of information) that relates to the actual or anticipated business and/or products, research or development of ParkZen, its affiliates or subsidiaries, or to ParkZen’s, its affiliates’ or subsidiaries’ technical data, trade secrets, or know-how, including, but not limited to, research, product

plans, or other information regarding ParkZen's, its affiliates' or subsidiaries' products or services, software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by ParkZen, its affiliates or subsidiaries, either directly or indirectly, in writing, orally or by drawings or other property of ParkZen, its affiliates or subsidiaries. Notwithstanding the foregoing, Confidential Information shall not include any such information which Licensee can establish: (i) was publicly known or made generally available prior to the time of disclosure to Licensee; (ii) becomes publicly known or made generally available after disclosure to Licensee through no wrongful action or inaction of Licensee; or (iii) is in the rightful possession of Licensee, without confidentiality obligations, at the time of disclosure as shown by Licensee's then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

g) **“Device”** means a computer hardware implement used by Constituents to locate empty Parking Stalls, including but not limited to mobile phones, tablets, and similar products.

h) **“Historical Parking Data”** means information provided by ParkZen to Licensee permitting the visualization and retrieval of historical Parking Stalls and area occupancy information.

i) **“Intellectual Property Rights”** means, where applicable, any and all rights under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

j) **“Large Event Contraflow Management”** means the ParkZen Application feature that provides information to allow optimal route suggestion(s) and navigation instructions for the Licensee's Constituents before, during or after major event to help minimize traffic congestion and facilitate contraflow.

k) **“Live Parking Information”** means information on how Parking Stalls are being utilized by the Licensee's Constituents and hourly insights on parking trends and statistical analysis thereof.

l) **“Mobile Day Permit Sales”** means the ParkZen Application feature that allows temporary Parking Stall use.

m) **“Net Payment”** shall mean the payment remitted by ParkZen to Licensee if Licensee charges its Constituents for Parking, and Licensee opts to have ParkZen collect said payments from its Constituents.

n) **“Non-ParkZen Applications”** means any software or hardware products or application that Licensee, or its constituents use in conjunction with the Services, but which are not owned by Licensor.

o) **“One-Time Implementation Fee”** means the License Fee paid by Licensee to ParkZen at the end of the Free Trial Period if Licensee does not terminate this agreement as provided herein.

p) **“Optional Services”** shall mean ParkZen services not covered by the Base License Fee paid by Licensee under this Agreement as specified in Schedule 1 Attached hereto.

q) **“ParkZen Application,” “Application,”** and the **“ParkZen App”** means ParkZen's software applications, and any other products or services provided by ParkZen to its Licensees via the ParkZen Website and Secure Dashboard, Apple's App Store, Google Play Store, or other means, including any

and all data available through such applications and services.

- r) **“ParkZen As A Permit”** means the ParkZen Application feature that allows Constituents to input their license plate number and parking permit information enabling the Parking Stall owner to know the use of the Parking Stall.
- s) **“Parking”** shall mean, the act of a Constituent of Licensee stationing their vehicle in a Parking Stall.
- t) **“Parking Event”** shall mean either a Constituent’s Parking or Unparking act within the Licensee’s geographically license area.
- u) **“Parking Stall”** means a space(s) controlled by Licensee within areas under its authority and/or control where Licensee’s Constituents may park their vehicles
- v) **“Periodic Usage Fee”** means that portion of the License fee that Licensee agrees to pay ParkZen on a periodic basis under this Agreement to utilize the ParkZen Application.
- w) **“Services”** means the ParkZen Application and the API (including, without limitation, the product implementation, training, analytics, and/or other professional services) provided by ParkZen pursuant to this Agreement or made available by ParkZen, including the maintenance and modifications of the ParkZen Application. “Services” exclude Non-ParkZen Applications.
- x) **“Unparking”** shall mean the act of a Constituent’s vehicle leaving a Parking Stall.
- y) **“User Data”** shall mean the geolocations (latitude and longitude) and times of Parking that Licensee Constituents’ seamlessly generate via the ParkZen Application and are made available to the other Licensee Constituents via the ParkZen Application user interface. ParkZen does not track the location history, nor does it store personal data (such as names and addresses) of Licensee Constituents for services that do not require payment processing or parking permit verification
- z) **“User” or “Constituent(s)”** means an individual authorized by Licensee to use one or more of the Services. A User, when authorized by Licensee can utilize the standalone ParkZen App or the ParkZen API via a third-party application already installed on their Device.

2. **PRODUCT LICENSE AND FEES**

- a) **Product License Grant.** Subject to the terms and conditions set forth in this Agreement and to the extent all fees are paid after any applicable Free Trial Period, ParkZen hereby grants Licensee a geographically limited, non-exclusive, non-transferable, non-sublicensable, non-assignable license (“License”) during the term of this Agreement to access and use, the ParkZen Application, and to distribute the ParkZen Application to Constituents with whom Licensee has a relationship, directly or through any other means utilized by Licensee to distribute the ParkZen Application to its Constituents.
- b) **License and Other Fees.** The ParkZen Application and Services are licensed on a one time set up License Fee, and then periodic License Fee basis based on use. After the Free Trial Period, if applicable, Licensee will pay ParkZen the License Fees for the Initial Term in accordance with the fees itemized on Schedule 1 of this Agreement (“Fees”).
- c) **Geographical Limitation.** The License granted by this Agreement is geographically limited to areas under Licensee control for providing Parking Stalls to its Constituents only.
- d) **Non-Transferability.** Licensee may not and shall not transfer, assign, or sublicense this

License.

e) **Non-Exclusivity.** The License granted by this Agreement shall not be exclusive and ParkZen shall be free to License its ParkZen Applications to other licensees.

3. **PAYMENT**

a) **Payment.** Fees payable to ParkZen itemized in Schedule 1 of this Agreement are payable in US dollars on the date they come due. Unless indicated otherwise by ParkZen, all applicable fees shall be contained in ParkZen's Invoice or by ParkZen's designated payment processor using the payment method provided by the Licensee. The first invoice shall be issued following the Free Trial Period if Licensee has not cancelled this Agreement prior to the expirations of said Free Trial Period. Invoices are due upon receipt and are considered delinquent thirty days after receipt. ParkZen may disable API access in the event of a failure to pay.

b) **Remittance by Licensee.** In the event Licensee charges its Constituents for Parking by utilizing ParkZen's AutoPay feature and collects for such Parking charges directly from its Constituents (not collected by ParkZen), the invoice Licensee receives from ParkZen shall include that portion of the payment by the Constituent to which ParkZen is entitled, as itemized in Schedule 1 under the "OPTIONAL SERVICE LICENSE FEES" section therein.

c) **Remittance by ParkZen.** In the event that Licensee charges its Constituents for Parking and Licensee opts to have ParkZen collect said payments from its Constituents, payments by Constituents that are processed by ParkZen's designated payment processor will be remitted to Licensee net of the amounts ParkZen is authorized to deduct or withhold as detailed in Schedule 1 under the "OPTIONAL SERVICE LICENSE FEES" section therein.

d) **Delinquent Payments.** Delinquent payments shall bear interest at the rate of one-and- one-half percent (1.5%) per month (or the highest rate permitted by law if less) from the payment due date until paid in full. Licensee will be responsible for all reasonable expenses (including attorneys' fees) incurred by ParkZen in collecting such delinquent amounts except where such delinquent amounts are due to ParkZen's billing inaccuracies.

4. **TERM**

a) **Commencement of Services.** The Services Commencement Date under this Agreement, shall be the date that ParkZen informs Licensee, in writing, that it has successfully completed all work required to add Licensee to the ParkZen Application and provides Licensee with the ability to permit Constituents to use the ParkZen Application ("Commencement Date.")

b) **Term.** This Agreement will remain in effect for one (1) year from the expiration of the Free Trial Period, if applicable, or the Commencement Date if Licensee does not have a Free Trial Period. At the end of the initial one-year term as described above, Licensee, at its sole option, may extend this Agreement for an additional one (1) year term (Year 2) by written formal amendment to this Agreement as may be approved by its governing body. Such extension of the Agreement shall be subject to the then current terms and conditions of ParkZen, as described in the Amendment and shall be subject to the then current License Fees applicable at the start of such new Term,.

5. **LICENSEE OBLIGATIONS.**

Licensee obligations to ParkZen under this Agreement shall include, but not be limited to, the following:

a) **Provision of Data, Training and Equipment Required by Licensee.** Licensee shall (i) provide ParkZen with Parking Stall data for the parking space(s) under its control requested by Licensor, including, but not limited to, coordinates, parking capacities, parking lot/area names or designations, area of coverage coordinates (geofence), permit information, if any, and pricing for paid parking; (ii) Licensee shall schedule a minimum one hour meeting between ParkZen and its iOS and Android Application developers for integration prior to the Service Commencement Date; (iii) Licensee shall schedule training of its personnel on how to use the ParkZen Application; (iv) Licensee shall obtain access to the Internet at Licensee's expense from a provider selected by Licensee so that Licensee can communicate with the System; and (v) Licensee shall select, obtain and maintain all equipment necessary to permit Licensee to communicate with the Web based interfaces of the ParkZen Application.

b) **Login IDs and Passwords:** Licensee is solely responsible for monitoring and protecting the confidentiality of all Login IDs and Passwords issued it to its Constituents. Licensee acknowledges and agrees that with the exception of: (i) situations where Licensee charges Constituents for Parking, which charges are collected by ParkZen through its interface with its then current credit card processing vendor(s); or (ii) situations where Licensee opts to use ParkZen's "AutoPay" services as outlined on Schedule 1 under the "OPTIONAL SERVICE LICENSE FEES" section herein, ParkZen, does not and shall not collect Constituent identifiable information, the only information collected shall be times and geolocations of free Parking Stalls that may become available as shown on the ParkZen map for a limited period of time to help other Constituents find empty Parking Stalls.

c) **Administration of the Services.** Licensee is responsible for: (i) maintaining the confidentiality of the password and Admin Account(s); (ii) determining and designating individuals authorized to access the Admin Account(s); (iii) make the ParkZen Application available to its constituents and provide the means by which its Constituents use the ParkZen Application; and (iv) ensuring activities that occur in connection with the Admin Account(s) comply with this Agreement. Licensee agrees that ParkZen's responsibilities do not extend to Licensee's internal management or administration of the Services.

d) **Unauthorized Use.** Licensee will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Licensee will promptly notify ParkZen of any unauthorized use of or access to the Services of which it becomes aware.

e) **Restrictions on Use.** Unless ParkZen specifically agrees, in writing, Licensee will not, and will use commercially reasonable efforts to make sure a third party does not: (i) modify any software programs on the System or compromise or gain unauthorized access to the ParkZen dashboard; (ii) use any programs on the System other than the Application as installed and maintained by ParkZen or compromise or gain unauthorized access to the ParkZen dashboard; (iii) access the System in any manner other than via the Software's Web based administrative, user and mobile interfaces; (iv) remove, circumvent, disable, damage or otherwise interfere with any security-related features of the System, or features that enforce limitations on the use of the System; (v) attempt to gain unauthorized access to the System, or any part of it, other accounts, computer systems or networks connected to the System through hacking, password mining or any other means; (vi) assign, sell, resell, rent, lease, distribute, delegate or otherwise transfer any rights or obligations under or in connection with this Agreement or the System; (vii) use the System, or sell access to the System, on a time-sharing, service bureau, application service provider, or similar basis; (viii) reverse engineer, decompile, reverse compile, disassemble, or reverse assemble, any aspect or element of the System, or attempt to do so, except if and to the extent permitted by relevant law applicable to Licensee; (ix) take any action the intent or likely result of which would be to reveal or reconstruct all or any portion of the design of the System; (x) use the System in a manner that violates any applicable law; (xi) use the facilities or capabilities of the System to conduct any business or activity or solicit the performance of any activity which is prohibited by law; (xii) create any liability for, or imposes any obligations upon, ParkZen (viii) violate

any legal requirement, violates any rights of any person or entity or violates any duty to any person or entity, (xiv) damage any person or entity, (xv) infringe, misappropriate or violate any intellectual property right or any personal right of any person or entity anywhere at any time, including, but not limited to, rights arising out of, or related to, copyright, patent, trade secret, trademark, service mark, privacy and publicity or (xvi) give rise to any claims by any person or entity anywhere at any time for slander, liable, false light, invasion of privacy, unfair competition or misappropriation.

f) **Parking Fees Collected by Licensee.** Licensee shall remit to ParkZen the fees Licensee has agreed to pay ParkZen under this Agreement.

g) **Obligation to Obtain Waiver of Liability from Constituents.** Licensee agrees to provide notices on its terms of use agreements with its Constituents that that neither ParkZen nor Licensee shall bear responsibility or liability for the Constituents' misuse of the ParkZen Application, including, but not limited to, inattentive driving that cause accidents while using the ParkZen Application.

6. PARKZEN OBLIGATIONS

ParkZen's obligations to Licensee under this Agreement shall include, but not be limited to, the following:

a) **License Grant.** Grant Licensee a License to use the ParkZen Application.

b) **Provision of API Key, UserID, Username and Password.** ParkZen shall provide Licensee with an API Key and UserID to integrate the ParkZen Application into its system for allowing Constituents to use the ParkZen Application for its intended use. ParkZen shall also provide Licensee with a Username and Password credentials to access the ParkZen Dashboard.

c) **Independent Administration.** ParkZen shall provide a means whereby Licensee allows its Constituents to access and use the ParkZen Services without the necessity of ParkZen to interact directly with Licensee's Constituents.

d) **Access to Services.** ParkZen will use best and commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week, except during (a) Planned Downtime (of which ParkZen shall give advance notice via notification); and (b) Force Majeure Events.

e) **Modifications and Additional Features.** ParkZen may modify the features and functionality of the ParkZen Application and Services during the License Term ("Additional Features"). The activation of any Additional Features by Licensee will be considered acceptance of any additional terms or conditions accompanying such Additional Features, where applicable. Modifications to reflect changes to the law or regulatory guidance will become effective immediately.

f) **Collect Constituent Permitted Information When ParkZen Processes Payment.** If Licensee charges its Constituents for Parking and Licensee opts to have ParkZen collect said payments from its Constituents, ParkZen shall enable the Constituents the ability to pay for such Parking through the services of ParkZen's vendor for such charges. In such case ParkZen, shall collect Constituent information from such vendor (after Constituent has approved such vendor to collect such information), to enable ParkZen to remit Net Payment to Licensee.

g) **Collect Constituent Permitted Information When Licensee Processes Payment.** If Licensee charges its Constituents for Parking and Licensee collects said payments through its system, ParkZen, shall collect Constituent information from such Constituent (after Constituent has approved collection of such information), to enable ParkZen to charge Licensee for fees related to such activity.

h) **Information Collected.** ParkZen, with the exception itemized in section 6.f and g above, shall not collect Constituent identifiable information, the only information collected shall be times and geolocations of free Parking Stalls that may become available as shown on the ParkZen map for a limited period of time to help other Constituents users find empty Parking Stalls. For situations identified in Section 6.f and g above, the Constituent shall be subject to the privacy requirements of the credit card processing vendor utilized by ParkZen or Licensee.

i) **Constituent Request Responses by Licensee.** Licensee will, at its own expense, respond to questions and complaints from Users or third parties. Licensee will use commercially reasonable efforts to resolve support issues before escalating them to ParkZen. Should Licensee need to escalate the issue to ParkZen, contact will be made in accordance with Notices section of this Agreement.

7. **TECHNICAL SUPPORT SERVICES.**

a) **Data Protection.** Each party shall comply with their respective obligations as the data controller and the data processor under any applicable data protection laws and regulations (together, the “Data Privacy Laws”) in connection with the ParkZen Application. Users anonymously share their locations and times of parking spots they occupy and vacate only within the Licensee’s covered area (“geofence”). ParkZen has no access to Users identity and location history. All sensory and location data is processed internally in the User’s individual device. Users who expressly opt-into the AutoPay (seamless Payment Feature) service must provide ParkZen’s credit card processing vendor with their personal information to process automated payments for parking in select parking lots.

b) **Ownership of Data by Licensee.** The “User” data, including names, addresses, and personal information for Constituent Device integrations is owned by the Licensee. ParkZen does not track Users. However, Licensee acknowledges that the ParkZen application requires users must provide “always” location permissions and motion and activity permissions to ParkZen. These permissions are only necessary for the ParkZen service to function even if the User terminates the Application.

c) **Ownership of Data by ParkZen.** The non-User identifiable parking data, including, but not limited to: latitude, longitude, time, and duration of parking events generated by use of the ParkZen application shall be owned by ParkZen and shall be provided to Licensee as part of the paid Services. ParkZen shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Licensee and non-User identifiable User Data and data derived therefrom), and ParkZen will be free during and after the term hereof to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other ParkZen offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

d) **Constituent Request Responses by Licensee.** Licensee will, at its own expense, respond to questions and complaints from Users or third parties. Licensee will use commercially reasonable efforts to resolve support issues before escalating them to ParkZen. Should Licensee need to escalate the issue to ParkZen, contact will be made in accordance with Notices section of this Agreement and ParkZen shall respond to said inquiries in a commercially reasonable manner and time.

e) **Support By ParkZen.** ParkZen will provide the support necessary to resolve Licensee’s issues, to the extent reasonably practicable and in ParkZen's sole discretion.

8. **SUSPENSION OF USER ACCOUNTS BY PARKZEN.**

Suspension for Cause. If ParkZen becomes aware that Licensee is in violation of this Agreement, it may suspend the ability of Licensee to continue using the ParkZen Application. ParkZen shall notify

Licensee of the violation in such case, Licensee shall have three (3) business days of such notice to cure such violation. If Licensee fails to comply with ParkZen's request, ParkZen may suspend the Licensee's ability to use the ParkZen Application. The suspension will continue until Licensee cures the violation to the satisfaction of ParkZen.

9. **CONFIDENTIAL INFORMATION.**

a) **Asset of ParkZen.** Licensee acknowledges and agrees that the ParkZen Application constitutes a valuable, proprietary, and confidential asset of ParkZen and its successors and assigns ParkZen is the only owner of such Application and Licensee disclaims and ownership therein.

b) **Confidentiality Obligations of Licensee.** Licensee will: (i) protect ParkZen's Confidential Information with the same standard of care it uses to protect its own, but no less than a reasonable standard of care; and (ii) not disclose Confidential Information except to its affiliates, employees, and agents who have a need to know such information and who are bound by written confidentiality obligations at least as protective as those set forth herein. Confidential Information may only be used to exercise rights and fulfill obligations under this Agreement. Each party is responsible for the acts and omissions of its affiliates, employees, and agents. **Notwithstanding the foregoing**, Licensee may disclose Confidential Information to the extent required by applicable law, regulation, or valid legal process (including subpoenas or court orders); provided that, to the extent legally permitted, Licensee shall (a) promptly notify ParkZen of such requirement, and (b) reasonably cooperate, at ParkZen's expense, with any efforts by ParkZen to seek a protective order or otherwise limit or prevent such disclosure. Licensee shall disclose only that portion of the Confidential Information that it is legally required to disclose.

10. **DISCLAIMERS.**

a) **DISCLAIMERS.** TO THE EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN; (i). PARKZEN MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES; AND (ii) THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY OF DATA, SYSTEM INTEGRATION, COURSE OF PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE. PARKZEN DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS INCLUDING EMERGENCY SERVICES CALLS OVER PUBLICLY SWITCHED TELEPHONE NETWORKS. PARKZEN WILL HAVE NO OBLIGATIONS WITH RESPECT TO ANY HARDWARE, SOFTWARE, OR SERVICES CHOSEN AND/OR USED BY LICENSEE TO ACCESS THE APPLICATION. PARKZEN WILL NOT HAVE ANY LIABILITY IF LICENSEE IS UNABLE TO ACCESS OR UTILIZE THE LICENSEE INSTALLATION DUE TO A FAULT OR FAILURE IN ANY SUCH HARDWARE, SOFTWARE AND/OR SERVICES. ADDITIONALLY, PARKZEN AND LICENSEE STIPULATE THAT PARKZEN SHALL BEAR NO RESPONSIBILITY FOR LICENSEE'S CONSTITUENTS MISUSE OF THE PARKZEN APPLICATION, INCLUDING, BUT NOT LIMITED TO INATTENTIVE DRIVING WHICH CAUSES ACCIDENTS WHILE USING THE PARKZEN APPLICATION.

b) **Intellectual Property Rights.** Except as expressly set forth herein, this Agreement does not grant Licensee any rights, implied or otherwise, to ParkZen's content, brand features or intellectual property.

c) **Transmission of Data.** A high-speed Internet connection is required for proper transmission of

the Services. ParkZen is not responsible for notifying Licensees or Users of any upgrades, fixes or enhancements to any software, services, or for any compromise of data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated, or controlled by ParkZen.

11. **TERMINATION.**

a) **Termination for Breach.** Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; (ii) the other party ceases its business operations or is subject to insolvency proceedings that are not dismissed within ninety days.

b) **Termination During Free Trial Period.** During the Free Trial Period, Licensee may terminate this Agreement, by providing ParkZen written notice during the Trial Period that it desires to terminate this Agreement.

c) **Survival.** Upon termination of this Agreement for any reason, Licensee shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of ParkZen's Confidential Information and shall so certify to ParkZen that such actions have occurred. If termination results from a reason other than Termination During Free Trial Period, all amounts due under this Agreement by Licensee prior to such termination shall become immediately due, and any accrued rights to payment shall survive termination of this Agreement.

12. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

a) **BY PARKZEN.** PARKZEN SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LICENSEE (THE CITY OF HUNTSVILLE), ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY THIRD-PARTY CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR ALLEGING THAT THE PARKZEN APPLICATION OR SERVICES INFRINGE OR MISAPPROPRIATE ANY UNITED STATES INTELLECTUAL PROPERTY RIGHT, INCLUDING COPYRIGHT, TRADEMARK, OR PATENT. IN THE EVENT THE PARKZEN APPLICATION OR SERVICES BECOME, OR IN PARKZEN'S OPINION ARE LIKELY TO BECOME, THE SUBJECT OF AN INFRINGEMENT CLAIM, PARKZEN MAY, AT ITS OPTION AND EXPENSE: (i) PROCURE FOR LICENSEE THE RIGHT TO CONTINUE USING THE SERVICES; (ii) MODIFY OR REPLACE THE SERVICES SO THAT THEY BECOME NON-INFRINGEMENT WITHOUT MATERIALLY REDUCING FUNCTIONALITY; OR (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALY REASONABLE, TERMINATE THE AFFECTED SERVICES AND PROVIDE A PRO RATA REFUND OF ANY PREPAID FEES FOR THE UNUSED PORTION OF THE TERM.

b) **BY LICENSEE.** TO THE EXTENT PERMITTED BY APPLICABLE ALABAMA LAW AND SUBJECT TO THE LIMITATIONS ON MUNICIPAL LIABILITY, LICENSEE SHALL BE RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS AND THOSE OF ITS OFFICERS, EMPLOYEES, AND AGENTS IN CONNECTION WITH ITS USE OF THE SERVICES. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS AN INDEMNIFICATION OBLIGATION BY LICENSEE, NOR AS A WAIVER OF ANY IMMUNITIES, DEFENSES, OR LIMITATIONS OF LIABILITY AVAILABLE TO LICENSEE UNDER APPLICABLE LAW.

c) **LIMITATION ON INDIRECT LIABILITY.** PARKZEN SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF PARKZEN KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

d) **LIMITATION ON AMOUNT OF LIABILITY.** EXCEPT AS PROVIDED HEREIN, PARKZEN SHALL NOT BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY LICENSEE TO PARKZEN HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

e) **CONSTITUENT MISUSE OF PARKZEN APPLICATION.** PARKZEN AND LICENSEE STIPULATE THAT PARKZEN SHALL BEAR NO RESPONSIBILITY OR LIABILITY FOR LICENSEE'S CONSTITUENTS MISUSE OF THE PARKZEN APPLICATION, INCLUDING, BUT NOT LIMITED TO INATTENTIVE DRIVING THAT CAUSE ACCIDENTS WHILE USING THE PARKZEN APPLICATION AND LICENSEE HEREBY AGREES TO HOLD PARKZEN HARMLESS AND DEFEND IT AGAINST ANY SUCH LIABILITY.

13. **MISCELLANEOUS.**

a) **Notices.** (a) All notices must be in writing and addressed to the attention of the other party's legal department and/or primary point of contact as provided below and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

LICENSEE

The City of Huntsville, Alabama
c/o John Ashburn
Parking Services Manager
500B Church Street
Huntsville, AL 35801
Email: john.ashburn@huntsvilleal.gov

PARKZEN

FEEDAFAN, LLC
c/o Emmanouil Chatzopoulos
7117 Florida Blvd
Baton Rouge, La. 70806
Email: manos@parkzenapp.com

b) **Force Majeure.** ParkZen will not be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war, riot, labor condition, governmental action, and Internet disturbance) beyond ParkZen's control.

c) **No Agency.** The Parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.

d) **Governing Law, Venue, and Interpretation.** This Agreement shall be governed by the laws of the State of Alabama, USA, excluding its conflict of laws principles. The parties agree, consent, and waive contest to the exclusive jurisdiction and venue of the federal or state courts of Alabama for all disputes arising out of or relating to this Agreement. Failure of either party to exercise any right it has under this Agreement on one occasion shall not operate or be construed as a waiver by such party of its right to exercise the same right on another occasion or any other rights it has. Any waiver must be in a writing signed by the waiving party. If any provision of this Agreement shall be adjudicated to be invalid or unenforceable, it is the parties' intent that the remaining provisions of this Agreement will remain in full force and effect, and the affected provision or portion thereof will be deemed modified so that it is enforceable to the maximum extent permissible to reflect as closely as possible the intentions of the parties as evidenced from the provisions of this Agreement. The section headings used herein are intended for convenience of reference only and shall not be considered in interpreting this Agreement. Nothing in this Agreement shall be construed as creating any direct or beneficial right in or on behalf

of any third party.

e) **Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.

f) **Entire Agreement.** This Agreement, and all documents referenced herein, is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

g) **Counterparts.** The Parties may enter into this Agreement in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.

h) **Copyright Notice and Disclaimer.** The software [or "Portions of the software"] incorporated herein is Copyright © 2020-2025, The Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"). All Rights Reserved. IN NO EVENT SHALL LSU BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THIS SOFTWARE, EVEN IF LSU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LSU SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE PROVIDED HEREUNDER IS PROVIDED "AS IS". LSU HAS NO OBLIGATION TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS OR MODIFICATIONS.

14. **REPRESENTATIONS AND WARRANTIES.**

Each party represents that it has full power and authority to enter into the Agreement. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use of the Services.

This Agreement is effective when signed by both Parties (the "Effective Date"). This Agreement governs Licensee's access to and use of the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first provided above.

LICENSEE

By: _____

LICENSOR

FEEDAFAN, LLC

Emmanouil Chatzopoulos

By: Emmanouil Chatzopoulos, CEO

**SCHEDULE 1
LICENSE FEES**

BASE LICENSE FEES:

1. One-time Implementation Fee of \$ 10,000
2. Periodic Usage Fee of \$ 15,000 per year. The services provided by ParkZen covered by the Periodic Use Fee include the following:
 - **Provision of Live Parking Information and Wayfinding via a Branded Mobile Application.**
 - **Historical Parking Data and Parking Occupancy Insights**
 - **Ability to provide announcements addressed to Constituents by Licensee over the ParkZen Application**
 - **Direct Feedback Allow direct feedback from Constituents to Licensee over the ParkZen Application**

NO REFUNDS OR CREDITS FOR LICENSE FEES OR OTHER FEES OR PAYMENTS WILL BE PROVIDED IF LICENSEE TERMINATES A SUBSCRIPTION TO A SERVICE PRIOR TO THE END OF A TERM.

LICENSEE

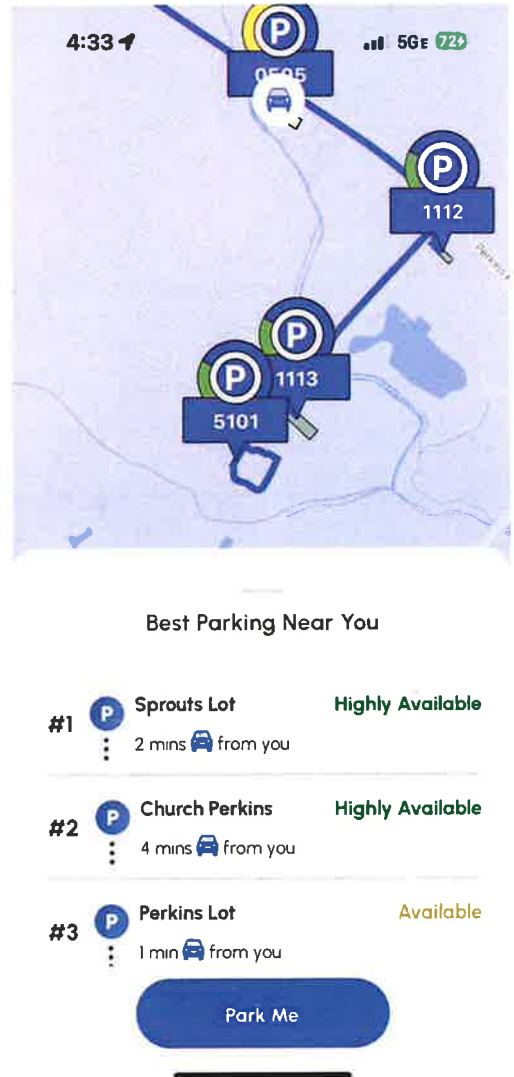
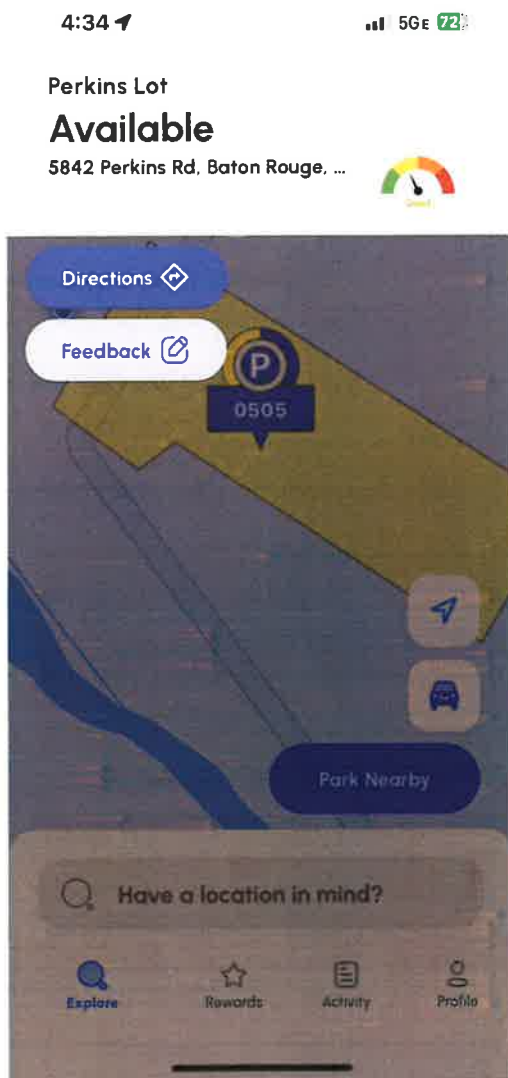
By: _____
Date: _____

LICENSOR

Emmanouil Chatzopoulos
By: Emmanouil Chatzopoulos
Date: 4/6/2026

PARKZEN: HARDWARE-FREE PARKING INTELLIGENCE

APPENDIX B: PRODUCT DEMOS



VISUALIZATION OF REAL-TIME LOT OCCUPANCY (LEFT) AND SMART PARKING GUIDANCE (RIGHT) IN THE PARKZEN APP USER INTERFACE.