

General Terms
(New Tech-Only Location)

These General Terms are attached to an Order Form between Client and SP Plus Corporation (“SP+”) for SP+ to provide the Solution at the Facility identified in the Order Form. In the event of a conflict between the terms in the Order Form, these General Terms, and/or the Custom Terms, these General Terms shall prevail and govern over both the Order Form and the Custom Terms, and any Custom Terms shall prevail and govern over the Order Form.

1. **Scope of Service.** SP+ will provide the applicable Solution based on the option(s) selected by Client on the Order Form. SP+ is not providing personnel to perform any onsite services at the Facility unless expressly indicated otherwise on the Order Form or in the Custom Terms.
2. **Term.** This Agreement shall commence on the start date listed on the Order Form (the “Start Date”) and shall continue for sixty (60) days thereafter (“Initial Term”). Either party may terminate this Agreement at any time, without cause or penalty, by giving thirty (30) days’ prior written notice of termination. If multiple Solutions are selected by Client on the Order Form, Client may add or cancel any particular Solution without terminating this Agreement by giving thirty (30) days’ prior written notice to SP+.
3. **Receipts; Sales Tax.**
 - (a) **Gross Receipts.** Gross Receipts shall be deposited into a federally insured bank account maintained by SP+. “**Gross Receipts**” shall mean all receipts earned and collected by SP+ for parking at the Facility less any (i) refunds, discounts or allowances made by SP+ to customers (if applicable), (ii) Sales Tax (defined below), and (iii) any credit card, debit card, electronic funds transfer or other payment processing fees (“**Processing Fees**”). Gross Receipts do not include Customer Fees (defined below), which belong exclusively to SP+.
 - (b) **Sales Tax.** SP+ shall be responsible for remitting payment directly to the tax collector of any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, “**Sales Tax**”) based on Gross Receipts collected by SP+. Client shall be responsible for payment directly to the tax collector of any Sales Tax on any receipts collected by Client or its agents. Each party agrees to defend, indemnify and hold harmless the other party from any losses, costs (including reasonable attorney’s fees), penalties or liabilities whatsoever arising from breach of its Sales Tax obligations.
 - (c) **Net Receipts.** “**Net Receipts**” shall mean Gross Receipts less Client Fees (defined below). All Net Receipts, if any, shall be paid to Client on or before the day the monthly statement (described in Section 5 below) is provided to Client. Client will provide a W-9 tax form to SP+ along with electronic payment information so SP+ may transfer Net Receipts by ACH transfer.
4. **Fees.**
 - (a) **Client Fees.** Client shall pay SP+ the client fee(s) specified on the Order Form (collectively, “**Client Fees**”). SP+ may increase Client Fees at any time by providing at least 30 days’ prior written notice to Client. SP+ may deduct Client Fees (and any other applicable costs or fees specified in this Agreement) from Gross Receipts each month to the extent sufficient. If Gross Receipts are insufficient to pay the amount due SP+, Client shall pay SP+ the amount due within ten (10) days after receipt of the monthly statement described in Section 5 below.
 - (b) **Customer Fees.** Any technology service fees charged by SP+ to customers for use of the Solution or [Parking.com](#) (collectively, “**Customer Fees**”) are in addition to and separate from the parking fees charged to customers for use of the Facility. SP+ shall retain all Customer Fees, which may be changed by SP+ from time to time. Customer Fees are currently \$0.99 per transaction for on-demand transient parking at gateless facilities and \$0.99 per transaction for on-demand transient parking at gated or virtually gated facilities. Customer Fees for monthly parking are subject to negotiation by the parties and will depend on Client’s needs and the number of monthly parkers at the Facility. Client may, at Client’s option, elect to subsidize all or any portion of Customer Fees to reduce the amount charged to customers by notifying SP+ in writing and paying such amount to SP+ at the same time and in the same manner specified for payment of Client Fee.
5. **Reporting; Records.**
 - (a) **Monthly Statement.** Within fifteen (15) days after the end of each month, SP+ shall provide to Client through *ClientView* a standard monthly reporting statement showing Gross Receipts, Sales Tax, Processing Fees, and

Net Receipts for the preceding month, and a general journal and revenue summary. If Client requests a customized statement, additional charges will apply.

(b) **Records.** SP+ shall keep complete reports and records of Gross Receipts, Sales Tax, Processing Fees, and Net Receipts (“**Records**”), which shall be kept in accordance with good accounting practices. SP+ shall permit Client to inspect the Records at SP+’s offices during normal business hours, at Client’s expense upon reasonable advance written notice from Client, to the extent reasonably necessary to verify the accuracy of any monthly reporting statement within the preceding twelve (12) months. Expressly excluded from Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information. Client shall have the right to perform only one audit during any 12-month period.

6. **Data.** SP+ owns all data processed through the Solution or Parking.com to the maximum extent permitted by law.

7. **Notice.** Any notice required to be given to either party shall be given by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

To Client: At the address listed on the Order Form

To SP+:	SP Plus Corporation Attn: Legal Department 200 East Randolph Street, Suite 7700 Chicago, IL 60601	with copy to:	SP Plus Corporation Attn: Greg Pearson, Chief Technology Officer 507 Mainstream Drive Nashville, TN 37228
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8. **Miscellaneous.**

8.1 **Relationship of the Parties.** No partnership or joint venture between the parties is created by this Agreement, it being agreed that SP+ is an independent contractor.

8.2 **Force Majeure.** Neither party shall be in breach of this Agreement for failure to perform any obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, including, without limitation, public health emergencies, outbreaks, epidemics, pandemics and natural disasters, acts of the public enemy, acts of public authority, act of war, weather conditions, riots, rebellion, civil commotion, civil unrest, demonstrations, protests, accidents, sabotage, terrorism, bioterrorism or any other circumstances for which it is not responsible or are not within its control.

8.3 **Payments.** If any payment is not received by SP+ when due under this Agreement, SP+ may: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due; and/or (ii) terminate this Agreement upon 5 days’ written notice without waiving any legal remedies including the right to recover attorneys’ fees or other expenses. If Client fails to pay any fees or costs due SP+ under this Agreement, SP+ shall have a right of setoff and may deduct such amounts from any payments due Client under this Agreement, in addition to any other rights and remedies.

8.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Facility is located.

8.5 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

8.6 **Liability.** Notwithstanding anything to the contrary, in no event shall either party be liable under any circumstances to the other party for any loss of profit, indirect, incidental, special, exemplary, compensatory, punitive or consequential damages resulting from or arising out of this Agreement, regardless of whether such liability is asserted on the basis of contract, statute, tort (including negligence or strict liability), or otherwise. SP+’s maximum, cumulative liability shall not exceed the aggregate amount of preceding twelve (12) consecutive months of Client Fees paid to SP+.

8.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

8.8 **Counterparts and Signatures.** This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the

same Agreement. A facsimile, portable document format (PDF) file or other reproduction of this Agreement may be executed by one or both parties, and an executed copy of this Agreement may be delivered by one or both parties by facsimile or by electronic mail in a PDF file, and such execution and delivery shall be legally binding.

Custom Terms
(New Tech-Only Location)

1. **Online Marketing.** *Intentionally omitted.*
2. **Sphere Commerce.** SP+ will provide the Solution based on the applicable details specified in the Order Form and these Custom Terms.
 - (a) **Advance Reservations.** *Intentionally omitted.*
 - (b) **On-Demand Transactions.** For gateless facilities or on-street spaces, customers have the following touchless payment options: pay by app ([Parking.com](https://parking.com) mobile app), text to pay, or scan to pay using [Parking.com](https://parking.com) mobile app or [Parking.com](https://parking.com) responsive webpage. For gated facilities or virtually gates facilities, customers have the following credential options: QR code, NFC tag, or LPR using the [Parking.com](https://parking.com) mobile app, depending on the Facility's PARCS equipment and the particular Solution specified in the Order Form. Without the [Parking.com](https://parking.com) mobile app, customers may obtain credentials and pay for parking by phone or text message. The Solution will interface with the existing PARCS equipment at a gated facility through a cloud-enabled gate kit to control access (entry and exit).
 - (c) **Hardware.** *Intentionally omitted.*
 - (d) **Signage.** SP+ shall provide a standard sign package for the Facility at SP+'s cost but such cost shall not exceed \$2,500.00 unless the parties agree otherwise in writing. If Client would like additional signage for the Facility, SP+ shall provide Client with additional signage at a cost to be agreed upon by the parties in writing at the time of order; the cost of which will depend on the size of the Facility, the number of entry/exit lanes and other details. Client grants SP+ permission to access the Facility to install, maintain, and remove any Solution signage, which is and will remain SP+'s property unless the signage was purchased by Client. Upon termination of this Agreement, SP+ shall promptly remove, at SP+'s cost, any Solution signage from the Facility unless the signage was purchased by Client.
3. **Enforcement.** *Intentionally omitted.*



Sphere™ Technology Order Form

(New Tech-Only Location)

This Sphere™ Technology Order Form (this “**Order Form**”) along with the attached general terms and conditions (the “**General Terms**”) and the custom terms and conditions attached to this Order Form (the “**Custom Terms**”) collectively form an agreement (collectively, this “**Agreement**”) between the client identified below (“**Client**”) and SP Plus Corporation (“**SP+**”) for SP+ to provide the solution described below (the “**Solution**”) at the parking facility identified below (the “**Facility**”).

1. **Date of Order Form:**

2. **Client Information**

Name	Address	City	State	ZIP Code
The Cove Of Lake Geneva Condominium Association	111 Center Street	Lake Geneva	WI	53147

3. **Facility Information.**

Type (check one)	(check one)	Number of Lanes	Address	City	State	ZIP Code
(1) Garage <input type="checkbox"/>	(1) Gated <input type="checkbox"/> (with Gate Kit & Existing PARCS)	2	111 Center Street	Lake Geneva	WI	53147
(2) Surface Lot <input checked="" type="checkbox"/>	(2) Gated <input type="checkbox"/> (with Sphere Terminal)					
(3) On-Street <input type="checkbox"/>	(3) Gateless <input checked="" type="checkbox"/>					

4. **Solution Start Date:**

5. **Solution Description – Client Fee(s)**

SP+ will provide the Solution on a tech-only basis, which means SP+ is not the parking operator of the Facility. Therefore, SP+ is not responsible for any on-site parking operations including, without limitation, cleaning, repairs, maintenance, equipment, utilities, insurance, or security. SP+ is not providing any personnel at the Facility unless indicated otherwise in this Order Form for parking enforcement (if applicable).

Sphere™ is a suite of technology solutions that drives end-to-end mobility and delivers a frictionless user experience. Parking customers can access the Solution using their smartphones to pay for parking at the Facility. SP+ shall provide the particular Solution as described below and in the Custom Terms. Any capitalized terms not defined in this Order Form shall have the meanings defined in the General Terms or Custom Terms.

Category	Product	Variation	Additional Variation	Client Fee(s) to SP+	Additional Details
Sphere Commerce	Gateless	Text/QR Code (On Demand)	N/A	None	See Custom Terms

The parties have entered into this Work Order on the date specified in Section I above.

The Cove Of Lake Geneva Condominium Association

By: Kaye Lowan
Name: Kaye Lowan
Title: President

SP Plus Corporation

By: Greg Pearson
By: Greg Pearson (Apr 8, 2024 16:59 CDT)
Greg Pearson
Chief Technology Officer