

TECHNOLOGY WORK AGREEMENT

This TECHNOLOGY WORK AGREEMENT (this “**Agreement**”) is made and entered into effective as of July 1, 2021, by and between SP Plus Corporation, a Delaware corporation (“**SP**” or “**Customer**”), and HUB Parking Technology USA, Inc., a Delaware corporation (“**Company**” or “**HUB**”).

RECITALS:

- A. SP operates the parking facilities located at Cleveland Hopkins International Airport in Cleveland, Ohio (the “**Property**”), pursuant to an underlying contract (the “**Underlying Contract**”) with the City of Cleveland, Ohio (“**Owner**”).
- B. SP desires to obtain from Company (i) parking access, enforcement, payment, revenue control or transportation-related equipment (“**Equipment**”), (ii) software (“**Software**”) and/or (iii) maintenance, repair, support, payment processing and/or system hosting services for Equipment and/or Software (“**Services**”) (the Equipment, Software and Services are collectively deemed the “**Solution**”) as further detailed in the Scope of Work attached as Exhibit A hereto (the “**SOW**”) including the technical specifications listed therein. To the extent applicable, the Solution will be installed in compliance with SP’s PCI-DSS Checklist provided to Company (the “**Checklist**”), with the most recent Checklist attached hereto as Exhibit C.
- C. The parties desire to enter into an agreement whereby Company will provide the Solution on the terms and conditions herein set below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, duly authorized and intending to be legally bound, agree as follows:

1. **INCORPORATION OF RECITALS.** The above Recitals are true and correct and are hereby incorporated into and shall constitute a part hereof.

2. **SCOPE OF WORK.**

(a) SP retains Company to provide the Solution for the Property (collectively, the “**Work**”) in accordance with this Agreement and the SOW.

(b) For any part of the Solution that is installed on-site at the Property, Company hereby grants SP a perpetual, non-exclusive, irrevocable right and license to use any technology that Company owns or licenses for such Solution, provided that SP pays Company the corresponding Fee (defined in Section 5 below) for such Solution.

(c) For any Software that is provided as part of a hosting service (the “**Hosting Service**”), Company hereby grants SP a non-exclusive right and license to use any technology that Company owns or licenses for the Hosting Service, so long as SP pays the corresponding Fee for the Hosting Service. Company shall provide such user manuals and other documentation as are reasonably necessary for SP to utilize the Hosting Service. Company shall revise such documentation as is reasonably necessary in the event of any improvement or alteration to the Hosting Service, and Company warrants that the Hosting Service will perform materially as described in such documentation. Company shall use commercially reasonable efforts to make the Hosting Service operational and available to SP 24 hours a day, 7 days a week, but not less than 99.99% of the time in any calendar month, excluding scheduled downtime (of which Company shall give at least 8 hours’ notice via email or via the Hosting Service) or any unavailability caused by circumstances beyond Company’s reasonable control. Company shall provide telephone and email support for the Hosting Service, Monday through Friday, 8:00 a.m. to 6:00 p.m. Central, unless otherwise stated in the SOW.

(d) This Agreement is subordinate to the contractual obligations under the Underlying Contract relating to the Work (collectively, the “**Underlying Obligations**”). All of the Underlying

Obligations, as they pertain to Company's Work, are incorporated into and made a part of this Agreement as if stated at length herein, and Company assumes all of the terms, covenants, conditions and agreements contained in the Underlying Obligations with respect to the Work. The Underlying Obligations will include the certain provisions listed on Exhibit B attached hereto.

3. **GENERAL CONDITIONS.** Company shall perform the Work subject to the following conditions:

(a) Company shall bear the risk of loss for any part of the Solution installed on-site at the Property until SP has confirmed Final Acceptance (defined in Section 5(h) below).

(b) While performing Work on-site at the Property, Company shall keep the Property clean and free from any rubbish or debris in connection with the Work, and remove all tools and personal property of Company upon completion of the Work, or termination of this Agreement. Hazardous materials are not permitted at the Property.

(c) While performing Work on-site at the Property, Company shall take precautions and use commercially reasonable safety measures to protect the Property from damage, and SP's employees and customers from injury. Any engineering or construction work will require Company to submit a site plan to SP and Owner for pre-approval (the "**Site Plan**"). Depending on the details, the Site Plan may include providing barricades, temporary fences and covered walkways as required by industry standards or applicable Laws (defined below). Installation of Solution shall include, without limitation, bolting down Equipment, final terminations, testing, commissioning the Solution and training. Any electrical costs associated with the installation and start-up of the Solution shall be the responsibility of Company. Company shall be responsible for the cost of electrical infrastructure improvements to the Property such that adequate electrical power is available. Company shall be responsible for the cost of any conduit and wire required to bring power to the Equipment.

(d) If Company (or any subcontractor of Company) damages the Property or any equipment, fixtures, buildings, vehicles, personal property, sidewalks, curbs, walls or improvements at the Property, Company shall immediately notify SP and promptly repair or replace the damaged property at Company's expense in a workmanlike manner reasonably acceptable to SP and, if necessary, to Owner or any other owner of such damaged property. However, in no event shall Company (or any subcontractor of Company) be responsible for repairing any pre-existing damage or damage not attributable to the acts or omissions of Company or its subcontractors.

(e) Company shall not do any act that shall, in any way, (i) void or increase the cost of SP's or Owner's insurance, (ii) encumber Owner's title to, or interest in, the Property, (iii) constitute a nuisance, or (iv) jeopardize the public safety.

(f) Company represents and warrants that the Solution will not infringe upon any copyrights, patents, trademarks, trade secrets, or other proprietary rights of any third party. Company also warrants that to the best of Company's knowledge there are no potential or outstanding claims asserted by any third parties affecting the Solution. Should any third party rights be asserted at any time, Company will ensure the use of non-infringing substitutes or will resolve the infringement with the third party at no cost to SP or Owner.

4. **TERM.** The term of the Agreement shall be for a period of one (1) year commencing on July 1, 2021 (the "**Commencement Date**") and continuing through and including June 30, 2022, subject to earlier termination as set forth herein. No termination or expiration of this Agreement shall relieve either party of its liability for the performance of any obligation accrued prior to the effective date of termination or expiration or of any right or obligation under any other provision, which, by its meaning or content, must survive in order to fulfill its essential purpose.

5. **COMPANY'S COMPENSATION.** SP agrees to pay Company \$116,115.96 (the "**Fee**"), inclusive of all applicable labor, materials, supplies, freight, transportation, delivery or installation costs and any applicable taxes, which is the total amount due for the Work. No other amounts shall be due by SP or Owner under this Agreement unless approved otherwise in writing by SP in advance. For example, any out of scope Services charged at the Time and Materials

rate referenced in Exhibit A shall not be due unless preapproved by SP in writing. SP is not responsible under this Agreement to any suppliers or subcontractors of Company.

6. TITLE TO MATERIALS / NO LIENS.

(a) Company warrants that title to the portions of the Solution installed on-site at the Property, including all components thereof, shall pass to SP or its designee, as applicable, upon payment in full, free and clear of liens, claims, security interests or encumbrances of Company, material suppliers or other persons or entities making a claim by reason of having provided labor or materials relating to the Work. Upon payment of the Fee, Company shall provide SP with a bill of sale in a commercially reasonable form evidencing title to any such portions of the Solution.

(b) Company shall promptly pay all material, labor and other costs arising out of the Work. As long as SP ,makes payment in accordance with this Agreement, no mechanic's lien, materialman's lien, laborer's lien, order for payment of money, security interest, encumbrance or other claim (collectively, "**Lien**") shall be claimed or filed by Company or any of its employees, agents, subcontractors, suppliers, laborers, mechanics or materialmen (collectively, its "**Representatives**") against the Property, and Company waives all rights of any Lien that Company or its Representatives may otherwise have or claim upon the Property. It is expressly understood and agreed, and notice is hereby given, to the extent permitted by law, that no persons or entities furnishing labor, material or service at the Property shall have any Lien upon the Property or any part or portion thereof.

(c) If any improper Lien is filed against the Property or any portion thereof in connection with the Work, Company shall within ten (10) days cause the same to be paid, discharged and released of record, by bond or otherwise at the election of SP, at Company's sole cost and expense.

7. COMPLIANCE WITH LAWS. Company shall comply with all applicable federal, state and local laws, statutes, regulations, building codes and ordinances (collectively, "**Laws**") while performing the Work at the Property including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Solid Waste Disposal Act; the Resource Conservation and Recovery Act; the Davis-Bacon Act of 1931; and the International Building Code, Fire Code and Mechanical Code developed by the International Code Council. Company shall obtain and maintain, at its sole cost and expense, any permits and/or licenses required for the Work. In addition, as applicable, Company shall comply with the Fair and Accurate Credit Transactions Act (FACTA).

8. COMPLIANCE WITH PROPERTY RULES. Company shall comply with all rules now or hereinafter in effect regarding entry upon and use of the Property.

9. DATA AND DATA MANAGEMENT.

(a) As between SP and Company, all Data (defined below) is and shall at all times remain the sole and exclusive property of SP. Company is not permitted to access, process or otherwise use any Data for any purpose except as necessary to provide the Solution for SP under this Agreement. Company shall not use Data for its own purposes or disclose, share, sell or license it to third parties. For at least sixty (60) days following expiration or termination of this Agreement, Company shall make available to SP for download a Database backup. After such 60-day period, Company shall destroy copies of all Data. "**Data**" means all information, data, materials, reports or other content (i) imported by SP into the Solution, (ii) collected, processed, transmitted, stored, created or analyzed by or through the Solution, or (iii) derived from any of the foregoing information, regardless of where the Solution is hosted. Data includes, without limitation, information about SP customers, vehicles using the Property, transactions related to the Property, information provided through the Solution by SP customers or other users or by other third parties, such as payment card and cardholder data and personally identifiable information, or any data derived or created from any data elements listed above. Company hereby unconditionally and irrevocably assigns and transfers to SP any and all right, title and interest that Company may have in and to any Data.

(b) Company shall provide a PCI PA-DSS compliant application. Proof in the form of an Attestation of Validation (AOV) is provided within its bid response. Company is responsible for maintaining

this validation and those costs are built into this Agreement. Additionally, Company is a Level 2 service provider and uses an isolated network to provide software support to its customers. Company is PCI-DSS 3.1 compliant, and shall maintain an Attestation of Compliance (AOC) as proof of this compliance. Company is responsible for maintaining this compliance, and those costs are built into this Agreement. These are components of obtaining an overall ROC for a parking system. However, the scope of such an ROC, whether the solution is hosted or not, extends beyond the AOV and AOC Company possesses. As Company is not the merchant of record for a parking system, HUB will not own the process of obtaining such an overall ROC for the parking system. Further, Company does not assume ownership of the network and does not provide penetration or scanning services.

(c) While within Company's Scope of Work, Company shall implement and maintain a program for managing unauthorized disclosure or exposure of Data. In the event of a data breach impacting SP, or in the event Company suspects such a data breach, Company shall promptly notify SP by telephone and cooperate with SP, SP's payment card processor, the payment card brands and law enforcement agencies and government regulators, where applicable, to investigate and resolve the data breach.

10. COMPLIANCE WITH DATA SECURITY REQUIREMENTS.

(a) Company warrants and represents that the Solution, as delivered by Company to SP, shall comply with all applicable Data Security Requirements. "Data Security Requirements" mean (i) Laws regarding consumer protection and security of personally identifiable information as they currently exist or as may be amended, including, without limitation, the Fair and Accurate Credit Transactions Act of 2003, the Health Insurance Portability and Accountability Act, and the Family Educational Rights and Privacy Act, and (ii) the Company will work diligently to keep the most recent versions of any standards regarding the storing, processing or transmitting of payment and cardholder data or impacting the security of the cardholder data environment, including, without limitation, the standards of the Payment Card Industry Security Standards Council such as the Data Security Standard (the "PCI-DSS"), the Payment Application Data Security Standard (the "PA-DSS"), the PIN Transaction Security (the "PCI-PTS") requirements and the Point-to-Point Encryption ("PCI-P2PE") solutions. Company shall provide all applicable PCI compliance certifications, the current expiration date for the Solution and, if applicable, a PA-DSS implementation guide. It is understood by the parties that Company is not the merchant of record and is not delivering an overall Report on Compliance (ROC) for the parking system.

(b) If any Software is part of the Solution, Company agrees that the Software will be adequately patched to have the latest vendor-supplied security patches installed, including operating system and application patches, on the operational start date of the Solution. Company is responsible for having all patches tested before being installed on the Solution. Furthermore, for Software installed and hosted on hardware located at the Property, Company is responsible for providing SP with notice of applicable security patches issued by the Software vendor after the operational start date of the Solution. After the date of installation of such Software provided by Company, SP shall be responsible for ensuring all such patches, of which Company provides notice, are properly updated as necessary, unless the SOW states Company is responsible for patch maintenance.

(c) Company shall deploy SP supplied and approved antivirus software on all applicable components of the Solution that store, process or transmit cardholder data, which Company will install before the Solution is operational. After the date of installation of the Solution, SP shall be responsible for ensuring that the antivirus software installed on hardware located at the Property is properly maintained and updated as necessary, unless the SOW states Company is responsible for such maintenance. Company shall not install any malicious software or computer contaminants including, without limitation, viruses, worms, time bombs, Trojan horses, ransomware, spyware, scareware or any other hostile or intrusive code, files, scripts or programs.

(d) If Company has access to any passwords or log-in information of SP in connection with the Work, Company shall ensure that proper user authentication and password management for all non-consumer users and administrators is installed or configured on all Solution components and use its best efforts to make sure the password and log-in information is secure. Company shall comply with SP's

minimum standards, which include the following: creating all system administrator logins and passwords in compliance with the Data Security Requirements, prohibiting generic user IDs, requiring complex passwords, and expiring passwords every ninety (90) days or earlier. Each system user or administrator must be removed immediately upon separation from Company (*i.e.*, termination from employment with Company or from SP's account). These requirements will apply to SP+ as well.

(e) If Company must remotely connect to any network or equipment in SP's operations or at the Property, Company shall use SP's secure two-factor remote access software solution, unless an alternative remote access product is approved by SP in writing in advance. Company will not create any "back door" access bypassing the security controls of SP.

(f) In the event the Work includes removal of old equipment from the Property by Company, Company shall ensure that all hard drives contained in such equipment are wiped and destroyed and shall provide SP with written notice of the date and location of such destruction, unless otherwise provided in the SOW.

11. INDEMNIFICATION

(a) Company shall hold harmless, defend and indemnify SP, SP's credit card processor, Owner and their respective officers, managers, directors, employees, agents, representatives, property managers, partners, lenders, successors, assigns and affiliate entities (collectively, the "**SP Indemnified Parties**") from and against any and all claims, demands, actions, proceedings, lawsuits, costs, expenses, fees (including, without limitation, reasonable attorneys' fees), losses, liabilities, judgments, damages or injuries (collectively, "**Claims and Costs**") asserted against or incurred by any of the SP Indemnified Parties in connection with the following: (i) breach of this Agreement by Company or its Representatives; (ii) the acts, omissions or negligence of Company or its Representatives; (iii) use of the Property by Company or its Representatives; and (iv) any data security breach caused or permitted by Company or its Representatives and any fraudulent transactions resulting from such breach.

(b) SP shall hold harmless, defend and indemnify Company, Company's parent entity, and their respective officers, managers, directors, employees, agents, representatives, property managers, partners, successors, assigns and affiliate entities from and against any and all claims and costs arising from the acts, omissions or negligence of SP, or SP's breach of its obligations under this Agreement.

(c) The obligations in this section shall survive expiration or termination of this Agreement and are not limited by any insurance carried by Company.

12. INSURANCE

(a) Company (and its subcontractors if applicable) shall provide and keep in force during the term of this Agreement, at its sole cost and expense, insurance coverages of the type and in the amounts indicated below, which shall be on a primary and non-contributory basis with a financially responsible insurance company authorized to do business in the state in which the Property are located with a current A.M. Best rating of A:-VII or equivalent measure of financial strength and solvency. Such policies, as applicable, shall specifically name the SP Indemnified Parties (defined in Section 10 above) as additional insureds [and the endorsement form shall as broad as the Additional Insured-Owner's, Lessors or Contractors Form B (CG2010 11 85)]. Company shall furnish to SP, prior to commencing the Work, certificates of insurance evidencing the following coverages:

(1) Workers' Compensation Insurance in compliance with the Worker's Compensation Act of the state in which the Property is located covering each of Company's employees working at the Property.

(2) Employer's Liability Insurance covering all of Company's employees working at the Property not covered by the Worker's Compensation Act in the following amounts: \$500,000 disease each employee, \$500,000 disease policy limit, \$500,000 each accident.

(3) Commercial General Liability Insurance to cover bodily injury, death and property damage on an occurrence form basis, with limits of not less than \$1,000,000 per occurrence with an annual aggregate limit of \$2,000,000.-

(4) Business Automobile Liability Insurance on an occurrence form basis with limits of not less than \$1,000,000 covering any automobile used in the course of the Work.

(5) Umbrella Liability Insurance, in excess following form, with respect to the coverages in Subsections (a)(3) and (a)(4) above, with an annual aggregate limit of not less than \$2,000,000.

(6) Errors & Omissions/ Professional Liability: \$5,000,000 per claim and annual aggregate, covering all: (i) acts, errors, omissions, negligence in the performance of services for SP or on behalf of SP or Owner hereunder including coverage for privacy related losses associated with any acts, errors, omissions, negligence in the performance of services for SP; (ii) network security and privacy risks, including but not limited to, unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils and including coverage for related regulatory defense and penalties; and (iii) data breach expenses in an amount not less than \$2,500,000 and payable whether incurred by SP, Owner or Company, including, but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services.

(7) Excess Liability Global Policy with an annual aggregate limit of 20,000,000 Euro per claim

(b) Company hereby waives, releases and discharges any and all claims for recovery against the SP Indemnified Parties with respect to liability for any loss, injury or damage resulting from Company's Work hereunder. Any and all subrogation rights or claims are hereby waived to the extent of the insurance coverage actually carried or required to be carried by Company under this Agreement. Each insurance policy required of Company shall contain a clause or endorsement, to the extent available, providing that the insurance shall not be prejudiced if the insured has waived its rights of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damage.

(c) Company shall notify SP if the deductible limit, or self-funded retention limit, on any policy is greater than \$25,000.00 per occurrence. SP retains the right to require Company to reduce any such limit to an amount satisfactory to SP. Company shall be responsible for payment of all deductibles. Upon request, Company shall provide SP with copies of the actual insurance policies.

(d) Company shall provide SP and Owner a minimum of thirty (30) days' notice of cancellation, non-renewal and/or material change in insurance policy terms or coverage.

13. **WARRANTY.** If any components or materials are part of the Solution, Company guarantees that any such components or materials shall meet the specifications in the SOW and be free from defects for at least two (2) years after the date of Final Acceptance, or longer if specified in the SOW. If any Software is part of the Solution, Company guarantees that such Software shall meet the specifications in the SOW and be free from material defects for at least fourteen (14) days from the date of Final Acceptance, or longer if specified in the SOW. During such warranty periods specified above, Company will repair or replace any defects at Company's sole cost. Notwithstanding anything herein to the contrary, SP reserves the right to seek damages including, without limitation, consequential damages and lost profits resulting from any malfunctions of the Solution or failure of the Solution to meet the specifications in the SOW.

14. **DEFAULT.** SP may immediately terminate this Agreement if Company shall breach any of its obligations under this Agreement, provided Company is first given written notice and fails to initiate a remedy to such breach within five (5) days after receipt of such notice. If this Agreement is terminated by SP for Company's breach and failure to cure before the Solution has been installed, SP shall have the option, in SP's sole discretion, to cancel

delivery of the Solution (or refuse acceptance of the Solution if delivered and require Company to remove the Solution from the Property) and refund to SP any and all prepaid portions of the Fee within thirty (30) days of termination. In addition, Company shall remain liable to SP for any and all fees, costs, expenses and damages incurred by SP to engage another vendor to complete the Work and install the Solution in accordance with this Agreement, and payment, in SP's sole discretion, shall either be deducted by SP from the Fee due Company, or paid by Company within thirty (30) days after Company's receipt of invoice. In addition to any other rights or remedies at law or in equity, SP may withhold any Fee payment(s) to Company hereunder if and for as long as Company fails to perform any of its obligations hereunder and is unable to cure such breach within the aforesaid cure period; provided, however, that any such offsets shall be limited to an amount sufficient, in the reasonable opinion of SP, to cure any such breach by Company. SP may also terminate this Agreement upon written notice in the event that the Underlying Contract expires or is terminated, regardless of reason, and SP shall be responsible for payment of all Fees due through the date of termination. The rights and remedies available to SP under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to SP.

15. **COMPANY'S EMPLOYEES.** Company's employees are, and shall at all times remain, employees of Company, and Company shall exercise complete control over their conduct and shall pay all wages, employee benefits and related expenses to the full extent required by law including, without limitation, all governmental employment taxes and unemployment insurance. Company's employees shall act in a professional and courteous manner when using the Property.

16. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that Company shall not be a partner, agent or joint venturer with SP in the performance of this Agreement. Company shall, at all times, be deemed an independent contractor.

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

To SP:
SP Plus Corporation
Attn: Legal Department
200 East Randolph Street, Suite 7700
Chicago, IL 60601

with copy to:
SP Plus Corporation
Attn: Bob Reiser, Senior Vice President
1301 East Ninth Street Suite 1050
Cleveland, Ohio 44114

To Company:
HUB Parking Technology USA, Inc.
Attn: Mike Brunette, Director
761 Commonwealth, Drive Suite 204
Warrendale, PA 15086

Either party may designate a substitute person or address by written notice to the other party.

18. **CONFIDENTIALITY.** Each party acknowledges that all information and trade secrets relating to the other party's or Owner's products, work and services including, without limitation, pricing, software, customer or cardholder data, business and financial information, operating procedures, cost-saving measures, manuals, marketing and promotion plans or any changes or improvements therein, is the confidential and proprietary information of such party or Owner, as applicable ("**Confidential Information**"). The receiving party shall not disclose any Confidential Information to any third party or use it for its own benefit or the benefit of a third party, and the receiving party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information and prevent its disclosure to others. No receiving party shall disclose any Confidential Information except as may be required by applicable law or court order. Notwithstanding the foregoing, SP may disclose Company's Confidential Information to Owner if necessary. All Confidential Information shall remain the property of the disclosing party or Owner, as applicable, and shall be returned to the disclosing party upon termination or expiration of this Agreement. Each party agrees that irreparable damage would occur, and that monetary damages would be an insufficient remedy at law, if

the receiving party violates the provisions of this Section, and that the disclosing party and Owner shall be entitled to seek specific performance of the terms hereof, in addition to any other remedy at law or in equity. The obligations in this Section shall survive expiration or termination of this Agreement for a period of three (3) years thereafter.

19. ENTIRE AGREEMENT. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties and all previous or contemporaneous representations or statements, whether verbal or written, are merged herein. This Agreement, including any exhibits attached hereto, may be amended only by a signed written agreement between the parties. This Agreement shall be interpreted and construed in accordance with the laws of the state in which the Property is located.

20. CONFLICTS. In the event of any conflict between the terms of this Agreement and the terms of any exhibit attached hereto, the terms of this Agreement shall prevail and govern. In the event of any conflict between the terms of this Agreement or the terms of the SOW, on the one hand, and the terms of any “shrinkwrap” or “clickwrap” software license agreement included in any package, media, or electronic version of any Software or any software license agreement otherwise acknowledged by SP for any Software, on the other hand, the terms of this Agreement and the SOW shall prevail.

21. WAIVER. Neither acceptance of, nor payment for the Work, or any part of the Work, nor any extension of time, nor any possession taken by SP shall operate as a waiver of any right, remedy or provision of this Agreement, nor shall a waiver of any breach of this Agreement constitute a waiver of any other breach.

22. NO PARTY DEEMED DRAFTER. The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting hereof.

23. ATTORNEY FEES. If either party should retain legal counsel and/or institute any suit against the other for violation of this Agreement or to enforce its rights hereunder, the substantially prevailing party in any such suit shall be entitled to all costs, expenses and reasonable fees of its attorney(s) in connection therewith. The rights and obligations of this section shall survive the expiration or termination of this Agreement.

24. ASSIGNMENT AND SUBCONTRACTING. Company shall not assign or transfer this Agreement or its rights, duties or interest herein without the prior written consent of SP, which consent may be withheld in SP’s sole discretion. Company may subcontract portions of the Work upon SP’s prior written consent, but any such subcontracts shall not relieve Company of its obligations hereunder and Company shall remain liable for the acts and omissions of its subcontractors. All subcontracts must conform to the requirements of this Agreement. SP shall look solely to Company for all performance required hereunder. Subcontractors shall look only to Company for payment under any subcontract. SP may assign this Agreement to Owner or Owner’s designee.

25. 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 electronic or digital reproduction of this Agreement may be executed by one or both parties, and delivered by facsimile or by electronic mail in a PDF file, which shall be deemed valid, binding and effective for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the parties set their hands as of the day and year first above written.

SP Plus Corporation

By: 

Robert Reiser
Senior Vice President

HUB Parking Technology USA, Inc.

By: 

Name: Mike Brunette
Title: Director

Exhibit A

SOW

Section A. TERMS AND CONDITIONS APPLICABLE TO EQUIPMENT ONLY

The following terms and conditions apply only to the Equipment, if any, listed on the equipment list.

I. Equipment Maintenance (One Year Plan)

During the Normal Service Coverage Period, HUB will provide monthly preventative maintenance in accordance with Schedule "A-1" below to keep the equipment in, or restore the equipment to good working order. Maintenance will include lubrication, adjustments and repair or replacement of parts deemed necessary by HUB. Maintenance parts, which will be new or reconditioned to perform as new, will be furnished on an exchanged basis. Maintenance provided under this Agreement does not assure uninterrupted operation of the equipment. If customer requests that HUB perform maintenance outside the Service Coverage Period, any such emergency service will be provided, when available, at the HUB Time and Materials rates and terms then in effect; provided, however, no additional costs shall be due unless preapproved by Customer in writing.

Services include:

- (1) Telephone access during the Normal Service Coverage Period to a HUB Customer Support Center for problem reporting;
- (2) Scheduled preventative maintenance during the Normal Service Coverage Period based on the needs of the Equipment as set forth in Schedule A-2 or a necessary.
- (3) Remedial maintenance performed at Customer's site during the Normal Service Coverage Period following telephone notification by Customer to a HUB Customer Support Center that the Equipment is inoperative;
- (4) Alterations required by Engineering Change Notices which HUB determines are applicable to the Equipment, if installed during the Normal Service Coverage Period.
- (5) Like for like parts replacement providing HUB deems parts un-repairable and all supplies used in the equipment were purchased from HUB. Parts are defined as sub units that when assembled make up a whole unit.

Section B. TERMS AND CONDITIONS APPLICABLE TO STANDARD SOFTWARE ONLY

The following terms and conditions apply only to the Standard Software, if any at the Customer's location(s).

1. Standard Software Maintenance (One Year Plan)

During the Normal Service Coverage Period, HUB shall provide:

- (a) Remote diagnostic technical assistance through the Help Desk facility to resolve Standard Software functional problems and user problems;
- (b) Twenty (20) hours of Help Desk service calls;
- (c) Five (5) hours of remote configuration annually;

- (d) Standard Software revisions, provided remotely through the Help Desk facility
- (e) Standard Software version upgrades and enhancements, if within the same or a like operating system and employee capacity as the Software originally covered under this Agreement. Customer agrees to pay for labor charges required to install such version upgrades and enhancements at a 20% discount of HUB's established labor rates if customer requests on-site installation.
- (f) Additional retraining at a 25% discount on HUB's established rates. Such retraining will be held at the nearest HUB Customer Support Center.
- (g) A 3% discount on new software purchases.

2. Standard Software Exclusions

Any Standard Software maintenance beyond that described in Section B 1 (a) through (e) above shall be charged to the Customer at the then applicable HUB Time and Materials rate.

In addition to the exclusions specified in Section D.6 of this Agreement, Standard Software maintenance excludes:

- (a) Services required for application programs and conversions from products or software not supplied by HUB;
- (b) Service for HUB Custom Software

Section C. TERMS AND CONDITIONS APPLICABLE TO CUSTOM SOFTWARE ONLY

The following terms and conditions apply only to the Custom Software, Cashier Template Report, at the Customer's location(s). For the term of this Agreement, HUB agrees to:

- (a) During the Normal Service Coverage Period, extend the Limited Warranty provided under the Custom Software License Agreement.
- (b) Retain, for HUB's own internal use only, the source code for the Custom Software; and
- (c) Give Customer a twenty-five percent (25%) discount on additional Custom Software services required because of changes in versions of HUB Standard Software which renders the Custom Software obsolete.

Any documentation provided to Customer relating to the Custom Software is the confidential and proprietary information of HUB and shall not be transferred, reproduced or disclosed to any third party without the prior written consent of HUB.

Section D TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT (HARDWARE), STANDARD SOFTWARE, AND CUSTOM SOFTWARE

1. Services

In consideration of the Customer's payment of the maintenance fee set forth in the attached Schedule B, HUB Systems agrees to provide the service outlined in this Agreement. HUB Systems will render its initial billing upon receipt of a signed copy of this Agreement. Unless stated herein and except for the preventative maintenance tasks identified herein, HUB services are rendered on a request basis and HUB makes no warranty that issues or defects will be remedied without a request from SP+ to make such repairs.

2. Normal Service Coverage Period and HUB Response Time

HUB agrees to provide the Hardware and Remote Software maintenance services described in this Agreement between the hours of 8:30 A.M. and 5:00 P.M. EST, Monday through Friday, excluding HUB holiday periods (hereafter "Service Coverage Period"). For on-site hardware maintenance required under this Agreement HUB agrees to provide an average response time of eight (8) business hours, for sites within a 150-mile radius of a HUB Customer Support Center. For sites outside the 150-mile radius, HUB agrees to respond within a reasonable time following notification, and make a good faith effort to respond within one (1) HUB business day. However, response will not exceed two (2) HUB business days.

3. **Maintenance Charges**

In addition to the annual maintenance charges, if Customer requests service outside the scope of this Agreement, Customer agrees to pay the Time and Materials charges then in effect for such service; provided, however, no additional costs shall be due unless preapproved by Customer in writing.

4. **Intentionally deleted**

5. **Addition of Equipment, Standard Software, or Custom Software**

Customer may request that Equipment, Standard Software, and/or Custom Software other than those specified on the face of this Agreement to be added to this Agreement. If HUB agrees to any such addition, Customer agrees to pay the pro-rated charges for such addition, and any such addition shall be automatically renewed as provided in the Agreement; provided, however, no additional costs shall be due unless preapproved by Customer in writing.

6. **Maintenance Exclusions**

Maintenance service does not include repair of damages or replacement of spare parts resulting from:

- (a) Any cause external to the Equipment, Standard Software or Custom Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God;
- (b) Customer's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power; power must be provided by a dedicated line with a true earth ground. For safeguard against power surges and satisfactory product performance, product must have a surge suppressor. Voltage must range between 108-125 volts A/C. Potential between ground and neutral cannot exceed .5 volts A/C.
- (c) Customer's improper use, relocation, refinishing, management or supervision of the Equipment, Standard Software or Custom Software or other failure to use the equipment, Standard Software or Custom Software in accordance with HUB specifications;
- (d) Customer's repair, attempted repair or modification of the Equipment, Standard Software, and/or Custom Software without prior authorization from HUB;
- (e) Customer's use of the Equipment, Standard Software, or Custom Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by HUB.
- (f) Any equipment not listed on Schedule A-1

- (g) Any repair to equipment caused by supplies not purchased from HUB.
- (h) Any change or repair required pursuant to a change in laws, regulations or requirements not present on the date of the start of this agreement.

Any maintenance necessary as a result of Section D 6 (a) through (h) shall be a charge to Customer at the then applicable HUB Time and Materials rate.

7. **Responsibilities of Customer**

Customer agrees: (a) to provide HUB personnel with full, free and safe access to Equipment, Standard Software and Custom Software for purposes of maintenance, including use of data communication facilities, if required; (b) to maintain and operate the Equipment, Standard Software and Custom Software in an environment and according to procedures which conform to HUB specifications; (c) not to allow maintenance or repair of the Equipment, Standard Software or Custom Software by anyone other than HUB without prior authorization from HUB; and (d) to purchase all consumable supplies from HUB to insure the optimal operations of the system.

Schedule A-1

Short Term Lot

QTY	ITEM_NO	ITEM_DESI
	PIO-	
11	LMDAYR00001P	15" M5 Dual Core 1.9 GHZ 4GB.80GB HD WINDOWS 7 R-TOUCH
11	TCL418R-FD	4 X 18 LED FEE DISPLAY
11	FCXR	FEE COMPUTER XR SOFTWARE LICENSE W/DESKTOP UCD W/PRINTER, ESCROW, PSU, CABLE SET
	SAM-SRP-	
11	350PLUSCOSG	SAMSUNG THERMAL PRINTER, SERIAL & USB I/F GRAY AUTOCUTTER
11	BCD-1000-DG	ZEAG XR FEE COMPUTER DISPLAY
2	711.0350-1	CASHIER TERMINAL EXIT PMT
10	LE	XR ENTRY STATION
10	ET 901 D	COMMEND I/P STATION ADAPTER - DIGITAL STATION
	PARKING.PRO-	
21	RC01020	BARRIER GATE, MICRODRIVE, 10' VARIOBOOM LIGHT GREY
21	MMD-DM02	2-CHANNEL LOOP DETECTOR
1	CTR3-910	GATE,MUB,LIMIT/SLIDE MID2C-100
21	ET 870	WEATHER RESISTANT SUBSTATION FOR INSTALLATION IN ZEAG DEVICES
2	5455BGN00	HID PROXPRO II, GRAY
2	MR-50	SINGLE READER SUBCONTROLLER

Orange Lot

QTY	ITEM_NO	ITEM_DESI
2	LE	XR ENTRY STATION
2	ET 901 D	COMMEND I/P STATION ADAPTER - DIGITAL STATION
2	LX	XR EXIT STATION
	PARKING.PRO-	
4	RC01020	BARRIER GATE, MICRODRIVE, 10' VARIOBOOM LIGHT GREY
4	ET 870	WEATHER RESISTANT SUBSTATION FOR INSTALLATION IN ZEAG DEVICES

Valet/Employee Lot

QTY	ITEM_NO	ITEM_DESI
	PARKING.PRO-	
4	RC01020	BARRIER GATE, MICRODRIVE, 10' VARIOBOOM LIGHT GREY
2	5455BGN00	HID PROXPRO II, GRAY

Blue Lot

QTY	ITEM_NO	ITEM_DESI
2	LE	XR ENTRY STATION
2	ET 901 D	COMMEND I/P STATION ADAPTER - DIGITAL STATION
2	LX	XR EXIT STATION
	PARKING.PRO-	
4	RC01020	BARRIER GATE, MICRODRIVE, 10' VARIOBOOM LIGHT GREY
4	ET 870	WEATHER RESISTANT SUBSTATION FOR INSTALLATION IN ZEAG DEVICES

Red Lot

QTY	ITEM_NO	ITEM_DESI
2	LE	XR ENTRY STATION
2	LX	XR EXIT STATION
4	PARKING.PRO-RC01020	BARRIER GATE, MICRODRIVE, 10' VARIOBOOM LIGHT GREY WEATHER RESISTANT SUBSTATION FOR INSTALLATION IN ZEAG DEVICES
4	ET 870	

Taxi Lot

QTY	ITEM_NO	ITEM_DESI
1	LX	XR EXIT STATION
1	PARKING.PRO-RC01020	BARRIER GATE, MICRODRIVE, 10' VARIOBOOM LIGHT GREY
1	711.0350-1	CASHIER TERMINAL EXIT PMT WEATHER RESISTANT SUBSTATION FOR INSTALLATION IN ZEAG DEVICES
1	ET 870	

Office

QTY	ITEM_NO	ITEM_DESI
2	SCP-E-1MB	SYSTEM CTRL.PROC.1MB,ETHERNET
1	WEB PARC/S	WEB BASED PARC/S SOFTWARE
1	ADAPT 1-4 RDRS.	ADAPT ACCESS SOFTWARE SERVER LIC. W/1 CLIENT
1	OPENFOUNDAT ION<5	ROYALTY (4 READERS OR LESS)
1	DRIVER ROYALTY 1-25	AMT ROYALTY FOR MERCURY 1-25 READERS
1	GE800	SYSTEM INTERCOM SERVER, 19", FOR 112 IP-SUBSCRIBERS
1	2300.5200	CODING STATION LICENSE
13	ESW105	E-LINK UNMANAGED ETHERNET SWITCH, 5-PORT
12	EE811AS	INTERCOM STATION, DESKTOP, 2-WIRE DSP, BLACK w/ GRAPHIC BACKLIT DISPLAY (14 CHARACTERS)
8	ES-831A	DIGITAL DSP SUBSTATION, 2-GANG, 2-WIRE, 1 INPU & OUTPUT RELAY, WEATHER & TAMPER RESISTANT
7	G8-GED-4B	DSP SUBSCRIBER CARD, CONNECT UP TO 4 DIGITAL SUBSCRIBERS VIA 2-WIRE LINES
7	G8A-K	INSTALLATION BOARD FOR SUBSCRIBER CARDS G8-GED
4	70001806	DIGI PORTSERVER
2	G8-IP-4B	IP DSP SUBSCRIBER CARD FOR CONNECTION OF FOUR IP-SUBSCRIBERS VIA ETHERNET
2	L8-IP-8B	LICENSE UPGRADE "B" FOR THE G8-IP-4B
1	CO-E1-11AAR	COBOX MICRO DEVICE SERVER, ETHERNET, RoHS
1	70001978	Digi PortServer TS MEI RJ-45 - terminal server 16-port
1	G8-TEL	INTERFACE CARD, TELEPHONE DSP, TO ANALOG TELEPHONE SYSTEM OR STD. PHONE LINE
1	L8-GED-4D	LICENSE UPGRADE "D" FOR G8-GED-4B
1	L8-ICX	LICENSE; 1 ICX INTERFACE ONBOARD GE800

Yellow Lot #1

QTY	ITEM_NO	ITEM_DESI
2	GATE	BARRIER GATE

Yellow Lot #2

QTY	ITEM_NO	ITEM_DESI
4	GATE	BARRIER GATE

River Edge Lot

QTY	ITEM_NO	ITEM_DESI
2	ENTRY	ENTRY LANES ON TRANSMITTER/RECEIVER
2	EXIT	FREE EXITS
4	GATE	BARRIER GATE

Brown Lot

QTY	ITEM_NO	ITEM_DESI
2	ENTRY	ZEAG ENTRY
2	EXIT	ZEAG EXIT
1	FCXR	FCXR
5	GATE	BARRIER GATE

Schedule A-2

Preventative Maintenance

CD (Monthly)

Disassemble unit, clean and inspect magnetic Read/Write Head

Remove dust and debris from unit using compressed air

Clean belts and adjust belt tension

Clean rollers and inspect for wear

Clean and inspect all Optic Sensors

Test for proper operation of thermal printer

Test for proper operation of read/write head

Escrow Unit (Monthly)

Remove dust and debris from unit using compressed air

Clean belts and adjust belt tensions

Clean rollers and inspect for wear

Ticket Transport (Monthly)

Remove dust and debris from unit using compressed air

Clean belts and adjust belt tensions

Clean rollers and inspect for wear

Test for proper bursting of tickets

Cashier Station (Monthly)

Clean fan and remove dust and debris

Citizens Printer (Monthly)

Clean and inspect

Test for proper printing

Heating and Ventilation Check (Every 6 months switching from summer to winter)

Inspect heater and thermostat

Test heater and thermostat for proper winter or summer operation

Lithium Battery (Annually)

Power station off, check voltage of lithium battery

Exchange is necessary

Barrier Gate (Monthly)

Lubricate all moving parts

Inspect rubber bumpers (shock absorbers) for wear and replace if necessary

Test for proper operation of gate. Adjust as necessary

Schedule B
Payment Schedule

July 2021	\$9,676.33
August 2021	\$9,676.33
September 2021	\$9,676.33
October 2021	\$9,676.33
November 2021	\$9,676.33
December 2021	\$9,676.33
January 2022	\$9,676.33
February 2022	\$9,676.33
March 2022	\$9,676.33
April 2022	\$9,676.33
May 2022	\$9,676.33
June 2022	\$9,676.33

TOTAL - \$116,115.96

Exhibit B

Underlying Obligations

The following shall be interpreted such that all references to "Operator" shall mean Company as defined in the Agreement and all references to "City" shall mean SP. SP shall have all the rights and powers of City, and Company shall have all duties and obligations of Operator under the Underlying Obligations.

6.5 Operator's personnel shall at all times while on duty be clean, well groomed, neatly dressed and appropriately uniformed, except for the manager, who need not be uniformed. All personnel shall at all time wear badges displaying the company and employee names. All personnel shall be courteous and efficient, and shall conduct themselves in a dignified, highly professional, businesslike manner. Operator's personnel shall not use profanity, engage in any loud, boisterous or otherwise offensive or disturbing speech or conduct, nor display any rudeness whatsoever to any Person using the Parking Facilities or the Shuttle Services. Operator's personnel shall not smoke, eat or drink at the Parking Facilities or while operating vehicles used in the Shuttle Services. Upon objection by the Director concerning the conduct, demeanor or appearance of Operator's personnel, Operator shall take all steps necessary to remove the cause of the objection. In the event a person is removed by Operator from service due to violation of the provisions of this Article, or any other relevant provision of this Agreement, Operator agrees to indemnify, defend and hold the City and its employees harmless from any claim, action or damages of any nature, including but not limited to wrongful termination by such removed person, his heirs or assignees.

11.1 The Operator shall be responsible for compliance with Port Control, Transportation Security Administration and Federal Aviation Administration imposed security requirements in the use of the Parking Facilities or the Shuttle Services by Operator's employees and invitees and all Users and all others to the extent Operator has authority to exercise control over such Users and others. In the event that a security violation by Operator occurs at either Airport, and the City is assessed a civil penalty by the Transportation Security Administration and/or the Federal Aviation Administration as a result of such violation, then, in such event, Operator shall reimburse the City the amount of such penalty promptly upon receipt of invoice therefor. Operator reserves the right to recover any penalty, not due to a violation by its own employees, from the invitee or User whose employee or invitee committed the violation resulting in such fine.

- 12.1 Operator, its officers, agents, servants, employees, contractors, licensees and any other person over which the Operator has the right to exercise control shall comply with all present and future laws, ordinances, orders, directives, codes, rules and regulations of the federal, state and local governmental agencies, including those of the City, which may be applicable to Operator's operations at the Airports, the Shuttle Services, the Marginal Road Lot, Lot 9, Lot 10 or the North Coast Harbor lots including Environmental Laws. This Agreement is expressly made subject to all such laws, ordinances, orders, directives, codes rules and regulations.
- 12.2 Operator, its officers, agents, servants, employees, contractors, licensees and any other person over which Operator has the right to exercise control shall comply with all rules, regulations and directives of the Director as may be issued from time to time in the interests of protecting health, safety, sanitation and good order on or about the Airport.
- 12.3 Operator shall procure from all governmental authorities, including the City, having jurisdiction over the operations of Operator under this Agreement all licenses, certificates, permits or other authorizations, which may be necessary to conduct its operations or any activity, authorized by the terms hereof.
- 12.4 In addition to the payment of any civil penalty assessed pursuant to Article XI, above, Operator agrees to pay, and hereby guarantees payment of all lawful fines and penalties as may be assessed by the City or against the City for violations of federal, state or local laws, ordinances, ruling or regulations, or City rules and regulations by Operator or its officers, agents, servants, employees, contractors, licensees or any other person over which Operator has the right to exercise control (excluding parking customers and shuttle customers) including Environmental Laws within thirty (30) calendar days of written notice of such fines or penalties.
- 12.5 This Agreement is subordinate to the provisions of any existing or future agreements between the City and the United States Government or any agency thereof relative to the operation or maintenance of the Airports.
- 16.1 Operator, in its performance of the Services shall not, on the grounds of race, creed, color, sex or national origin, age or handicap, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation.

Operator affirmatively covenants and agrees to comply with Part 21 of said Regulations as it now exists or may hereafter be amended, the special conditions required by assurances with the United States of America as contained in Exhibit "H" attached hereto and by this reference incorporated herein and any other present or future laws, rules, regulations, orders or directives of the United States of America with respect thereto which, from time to time, may be applicable to Operator's operation at the Airports, whether by reason of agreement between the United States of America and the City, or otherwise. The City may take such action as the Federal Government may direct to enforce the foregoing covenants.

16.2 This Agreement is a "contract" and Operator is a "contractor" within meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. During the term of this Agreement, Operator shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(B) of the Codified Ordinances, as contained in Exhibit "F" attached hereto and by this reference incorporated herein. A copy of such clause shall be made a part of every subcontract or agreement entered into, and shall be binding on all persons, firms and corporations with whom Operator may deal.

16.3 This Agreement is subject to and subordinate to the provisions of any Agreement heretofore or hereafter made between the City and the United States Government and /or the State of Ohio relative to the operation, maintenance, development or administration of the Airports, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal or State of Ohio funds for the improvement or development of the Airports, including the expenditure of Federal funds for the development of the Airports in accordance with provisions of the Federal Aviation Act of 1958, as amended from time to time.

16.4 Nothing herein contained shall be deemed to grant the Operator any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airports, except that, subject to the terms and conditions hereof, Operator shall have the exclusive right to manage, operate and maintain the Parking Facilities and the Shuttle Services to the extent specified under the provisions of this Agreement.

EQUAL OPPORTUNITY CLAUSE
(Section 187.22 (B) of the Codified Ordinances)

1. During the performance of this contract, the contractor agrees as follows:

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or expression, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used herein, "treated" means and includes without limitation the following: recruited, whether by advertising or other means, compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
3. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to the employees and applicants for employment.
4. It is the policy of the City that business concerns owned and operated by minority persons and/or women shall have every practicable opportunity to participate in the performance of contracts awarded by the City.
5. The contractor shall permit access by the Director or his designated representative to any relevant and pertinent reports and documents to verify compliance with the Business Enterprise Code, and with the regulations of the Office of Equal Opportunity. All such materials provided to the Director or his designated representative by the contractor shall be considered confidential.
6. The contractor will not obstruct or hinder the Director or his designated representative in the fulfillment of the duties and responsibilities imposed by the Business Enterprise Code.
7. The contractor agrees that such subcontractor will include his Equal Opportunity Clause, and the contractor will notify each subcontractor, materialman and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Business Enterprise Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.

(Ord. No. 1260-08, Passed 11-30-09, eff. 12-3-09)

1. Operator for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. That in the event of breach of any of the above nondiscrimination covenants, the City of Cleveland shall have the right to terminate this Agreement.
3. Operator for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Exhibit C
Checklist

Version: Feb 2020

Purpose

To ensure compliance with Payment Card Industry Data Security Standards (PCI-DSS) and Payment Application Data Security Standards (PA-DSS) the following security controls need to be implemented on all Payment Application Revenue Control Systems (PARCS) Payment Application and Database servers, storing, processing and /or transmitting cardholder information or that live within the card holder environment.

The installation and completion of this checklist is mandatory to maintain SP+ security policies, as SP+ is the merchant of record for this location, therefore responsible for PCI Security.

As a vendor of SP+, your only responsibility for PCI security is to implement the policies that SP+ (party responsible for PCI Security) deem necessary as part of our security standards and maintaining the application in a PCI compliant manner. You are contracted to complete the work here for SP+.

- **SP+ will withhold the Merchant ID until all items on this checklist have been verified.**
- **If any changes or modifications are made to any (PARCS) equipment at a location this checklist will need to be completed and resubmitted**

Instructions:

- Ensure all sections of this PCI site setup checklist are completed;
- Only authorized PARCS technicians can complete this checklist.
- If you have problems or questions as you complete this checklist, please contact the SP+ PCI group at PCISupport@SPPlus.com.
- Upon completion of the checklist return to SP+
 - o Scan to PDF and Send to PCISupport@SPPlus.com



INNOVATION IN OPERATION™

PCI DSS COMPLIANCE

SITE SETUP CHECKLIST



Purpose

To ensure compliance with Payment Card Industry Data Security Standards (PCI-DSS) the following security controls need to be implemented on all Revenue Control Systems (RCV) Payment Application and Database servers, storing, processing and /or transmitting cardholder information. The installation and completion of this checklist is not optional, but rather mandatory to maintain SP+ security policies, as SP+ is the merchant of record for this location, therefore responsible for PCI Security.

As a vendor of SP+, your only responsibility for PCI security is to implement the policies that SP+ (party responsible for PCI Security) deem necessary as part of our security standards. You are simply contracted to complete the work here for SP+.

Instructions:

- Ensure all sections of this PCI site setup checklist are completed;
- Only authorized Revenue Control technicians can complete this checklist.
- If you have problems or questions as you complete this checklist, please contact Chad McRae at cmcrae@spplus.com or 615-850-6375.
- Upon completion of the checklist return to SP+
 - o Scan to PDF and Send to PCISupport@SPPlus.com



Facility Information

(If there are multiple computers in the Revenue Control System setup,
the software listed here needs to be installed on each one)

Location # 95497
5300 Riverside Dr
Address: Bld 109A _____ (where Revenue Control Systems are located)
Cleveland OH 44135
Payment Application Name: WebPARCS _____

System Information (if more than 4, list in blank space to right)

- 1) Computer Name: CLE-HUB-AD _____
IP Address: 10.163.3.4 _____
CLE-HUB-APP 10.163.3.7
CLE-HUB-IIS 10.163.3.8
 - 2) Computer Name: CLE-HUB-AD2 _____
IP Address: 10.163.3.5 _____
CLE-HUB-SQL 10.163.3.9
CLE-FC02 10.163.3.224
CLE-FC03 10.163.3.227
CLE-FC04 10.163.3.230
CLE-FC05 _____
CLE-FC06 _____
CLE-FC07 _____
 - 3) Computer Name: CLE-HUB-ADAPT _____
IP Address: 10.163.3.10 _____
CLE-FC09 10.163.3.223
CLE-FC10 10.163.3.226
 - 4) Computer Name: CLE-HUB-HVHOST _____
IP Address: 10.163.3.7 _____
CLE-FC11 10.163.3.229
CLE-FC12 10.163.3.228
CLE-FC13 10.163.3.231
-



Field Location's Security and Configuration Profile:

Physical Security:

- Install system in lockable Vandal resistant Enclosure (or in locked room that is NOT occupied by facility personnel as their daily work space) - if not installed at time of initial completion of this checklist, but necessary, work with Facility Management to schedule installation
- Site has visitor Log POSTED at the entrance to area that houses Revenue Control System. (simple form that requires non-SP+ personnel for that location to sign/date in and out on each visit) - if not posted, be sure Facility Management implements.
- Site has PCI /Hotline POSTER displayed in employee break room (check with Facility Management to post)
- Managed Network Firewall installed and functional (should be scheduled with Facility Management team and SP+ Managed Services Provider)

Inventory Access Management Software:

MANDATORY INSTALLATION

Download file from **FTP://128.136.38.101**

username - **Agents_SPC**
password - **\$PCAgent1**

- Install – LANdesk Application - RevenueControlAgent_With_Status.exe
 1. Run the installer as administrator.
 - Once complete download LANDESK_Repair_Kit.zip
 - Follow the directions listed in the repair guide.
 2. Run an Inventory Scan
 3. Wait for the process to complete (it may take several minutes to finish).

Remote Access: (This is the ONLY approved remote management software in any SP+ location)

- Install SP+ Approved version of Logmein for remote management
Please email logmein@spplus.com or cmcrae@spplus.com with the below info in order to receive the proper client install link:
 - a. Revenue Control Equipment - Amano, 3M, Skidata, etc.
 - b. Revenue Control Vendor - Your company name
 - c. City where the equipment resides that needs remote access
- Uninstall All Remote Logon Applications (Other than SP+ Approved version of LogMein, this includes but is not limited to VNC and WebEx)



File Integrity Monitoring and Anti-Virus:

MANDATORY INSTALLATION - *If vendor believes that this software will conflict with PARCS system, he/she needs to contact Jason Stone for approval at stonej@spplus.com*

Download file from FTP://128.136.38.101

username - Agents_SPC

password - \$PCAgent1

*****Before installation you must un-install any previous Antivirus and Deep Security software and disable Windows Firewall and Windows Defender. The installation of our Deep Security agent will likely fail if any other AV software is present on the**

computer***

Install – Trend Micro Deep Security (all steps required)

1. Install the agent appropriate for the version of Windows (32 or 64 bit).
2. Open an elevated command prompt window (run CMD as administrator).
3. Enter a change directory command:
cd C:\Program Files\Trend Micro\Deep Security Agent\
4. Enter the command to register the agent with the management server:
dsa_control -a dsm://deepsec.spplus.com:4120/
(You can Copy and right-click Paste this command from the README.txt file on the FTP site)
5. Close the command prompt window when successful.

6. Email helpdesk@spplus.com with inventory information about the computer.

(Include computer/host name, firewall IP, location number and "Deep Security Installation" in this email)

******Firewall Configuration Guide** - Ensure traffic is open to these servers on the following:

deepsec.spplus.com (128.136.38.87) - Management Server

<http://deepspa.standardparking.com:5274> - SMART Server: Web Reputation

<https://deepspa.standardparking.com/tmcss> - SMART Server: Anti-Malware

Port	Protocol	Direction
4120	TCP	Agent to Management Server
4118	TCP	Management Server to Agent
4122	TCP	Bidirectional
5274	TCP	Agent to SMART Server



User Account Security:

- Check for and delete Generic User IDs
- a. Ensure all users including techs have individual log-ons – for Credit card servers where the user is going to auto log-in skip this step.
- Disable the “Welcome screen” and fast user switching
 - h Start >Run >gpedit msc
 - i. Computer configuration >Administrative Templates >System >Logon
 - 1. Hide entry points for Fast User Switching - Enabled
 - 2. Always use classic logon - Enabled
 - ii. Computer Configuration >Windows Settings >Security Settings >Local Policies >Security Options
 - 1. Interactive logon: Do not display last user name - Enabled

Local Security Policy Settings:

Configure Security Settings – Control Panel > Administrative Tools > Local Security Policy
Account Policies

iii. Password Policy

- 1. Enforce History – 10
- 2. Maximum Age – 90
- 3. Minimum Age – 1
- 4. Minimum Length – 8
- 5. Password Complexity – Enabled

iv. Account Lockout Policy

- 1. Account Lockout Threshold – 5
- 2. Lockout duration – 30
- 3. Reset Lockout Counter – 30

v. Audit Policy

- 1. Audit Account Logon Events – Success, Failure
 - 2. Audit Account Management – Success, Failure
 - 3. Audit Logon Events – Success, Failure
 - 4. Audit Policy Change – Success, Failure
 - 5. Audit Privilege Use – Success, Failure
-

Configure Time Server Settings

- > Start > Run > gpedit.msc
 - a. Computer Configuration > Admin Templates > System > Windows Time Service
 - i. Time Providers
 - 1. Enable Windows NTP Client – Enabled
 - 2. Configure Windows NTP Client
 - a. Enabled
 - b. time.apple.com
 - c. Type – NTP
 - b. Configure Time Service
 - Control Panel > Services
 - 1. Windows Time
 - a. Startup Type – Automatic
 - b. Service Status – Start (Restart if already started)

Screensaver Settings

- > Within Group Policy Editor
 - a. User Configuration > Admin Templates > Control Panel > Display
 - i. Enable Screen Saver - Enabled
 - ii. Password Protect the screen saver – enabled
 - iii. Screen Saver timeout – 600 seconds (set this to 120 seconds if the Scan Net Server).
 - iv. Force specific screen saver - logon.scr

Configure system to auto-logon user

For Federal APD - Amano – SKI Data Server/DAZ (not console)

- b. Start > Run > Control Userpasswords2
 - i. Select the user that is going to run the server auto logon (this user must have password set to never expire).
 - ii. Uncheck the box at the top (Users must enter a username and password...)
 - iii. Click Apply – verify that the right user is shown and then enter the password.
 - iv. Click OK
- c. Configure Auto Start at logon of Scan Net – Amano Server
 - i. Copy Scan Net Application Shortcut to Start > Program Files > Startup
 - ii. Reboot System and Ensure Working Order



INNOVATION IN OPERATION®

Endorsements: (Local Revenue Control Technician and Facility Manager)

By completing below you acknowledge that each requirement checked about has been implemented:
(Note: This does NOT constitute a legal document. You are not assuming responsibility for SP+ PCI Compliance by entering your name here. This is simply requested so we know who to contact in the event of questions in the future).

Technician Name: Steve Mathieson

Company Name: HUB Parking

Date Performed: 11/24/2020

Technician's Email: Steve.Mathieson@HUBParking.com

Name of Technician's Manager/ Supervisors: _____

Email address of Technician's Manager / Supervisors : Steve.Mathieson@HUBParking.com

By signing below you acknowledge that you have verified the implementation has been completed as stated by the technician named above:

Name of Facility Manager: Chris Matai

Signature of Facility Manager: _____

Date _____ Phone: _____

Upon completion of the checklist return to SP+
Scan to PDF and Send to PCISupport@SPPlus.com