

IMPORTANT – PLEASE READ THE FOLLOWING END USER LICENSE AGREEMENT AND TERMS OF SERVICE CAREFULLY BEFORE DOWNLOADING, ACCESSING OR USING THIS APPLICATION AND THE RELATED SERVICES.

LAST UPDATED: February 1, 2023

1. Acceptance.

A. Your use of this desktop application and any associated software, documentation and digital products ("**Application**") and the on- and near-airport parking reservation and pre-paid car care reservation features ("**Services**") of the Application provided by TPS Parking Management, LLC d/b/a The Parking Spot ("**TPS**" "**we**," or "**us**") is subject to the terms and conditions of this End User License Agreement and Terms of Service ("**EULA**"). You may use the Application and Services only if you are an authorized representative of your company, you or your company, and you or your company's account is in good standing. For purposes of this EULA, "**You**" refers collectively to you, your company, and any Travel Agents. For the purposes of this EULA, "**Travel Agents**" means any travel agents or other employees or independent contractors employed or engaged by you or your company. By accessing, downloading, or otherwise using the Application, You accept and agree to be bound by this EULA.

B. BY CLICKING THE "**ACCEPT**" BUTTON BELOW, YOU REPRESENT AND WARRANT THAT YOU MEET THESE CRITERIA, THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, AND THAT YOU HAVE THE AUTHORITY TO ENTER INTO AND ACCEPT THIS EULA.

2. License.

A. Provided that You are in compliance with the terms and conditions of this EULA, TPS grants to You a limited, non-exclusive, non-transferable and revocable license within the United States during the EULA Term (defined below) to (i) install, display, perform and use the Application, in machine-readable form, and (ii) use the Services to make reservation requests through the TPS Travel Agent Account. You agree to use the Application and Services only for Your own business purposes.

B. The Application is licensed, not sold, to You subject to Your acceptance of and ongoing compliance with this EULA. No license is granted in the source code of the Application. You may not sublicense the Application unless You have received written permission from us. This license is revocable in the event of the expiration or termination of this EULA or in the event of Your breach of this EULA.

C. TPS reserves the right to suspend Your access to the Application and Services immediately without notice if TPS reasonably believes that You are in material breach of this EULA.

3. Support and Updates. TPS will provide help desk support and standard training for use of the Application and Services as reasonably determined by TPS. You shall direct specific support inquiries to Agency.Support@theparkingspot.com. To the extent they are developed, TPS will provide periodic fixes, patches and updates for the Application to You during the EULA Term without undue delay or additional charge.

4. User Conduct. In connection with Your access to and use of the Application and Services, You are responsible for complying with all applicable laws, regulations, treaties, and policies of all relevant jurisdictions. Not in limitation of the previous sentence, in connection with Your use of the Application and Services, You may not do any of the following:

- A. Use the Application or Services for any unlawful purpose.
- B. Use the Application or Services to transmit any material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, malware, adware, or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- C. Use the Application or Services to transmit any unlawful, fraudulent, libelous, defamatory, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information of any kind.
- D. Create a false identity for the purpose of misleading others.
- E. Use the Application or Services to generate reservations for persons on whose behalf You are not authorized to act, or to generate reservations for Your personal travel.
- F. Remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained within the Application.
- G. Decompile, reverse engineer, disassemble, alter, attempt to derive the source code of, modify, or create derivative works of the Application of Services, any documentation, updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of TPS and its licensors.
- H. Allow the Application or Services to be used by any person or entity that has not accepted this EULA.

5. Term. The initial term of this EULA commences on the EULA Effective Date and continues for one (1) year thereafter (the "**Initial EULA Term**"). This EULA shall automatically renew for successive one (1) year renewal terms ("**Renewal EULA Term(s)**"), and together with the Initial Term, the "**EULA Term**") unless You are in material breach of this EULA at the time of renewal or written notice of termination is given by TPS or You at least ninety (90) days prior to the end of the Initial EULA Term or then-current Renewal EULA Term (as applicable). The "**EULA Effective Date**" is the first date on which You click the "Accept" button below.

6. Termination.

A. You or TPS may terminate the EULA in the event of a material breach by the other that remains uncured after thirty (30) days following written notice of the breach (email to suffice). In the event of an uncured material breach by You, TPS may in its discretion opt to terminate this EULA with respect to you (as an individual), your company, the applicable Travel Agent(s), or any combination thereof.

B. TPS can terminate the EULA for convenience effective (60) days following written notice to You (email to suffice).

C. Upon expiration or termination of this EULA, You shall cease to use and shall destroy all copies of the Application, and You shall ensure that all of your employee or contractors also cease to use and destroys all copies of the Application.

7. Confirmation of Reservations. When You make a reservation request using the Services through the Application, TPS will issue a confirmation email to the guest for whom the reservation request is made ("**Guest**") using the Guest email address provided when the reservation request is made. If requested at the time the reservation request is made, TPS also will issue a confirmation email to You or to the Travel Agent making the reservation request (as applicable). You agree to keep all reservation information current, up-to-date and accurate, and to keep Guests informed of any developments affecting the reservation of which You are made aware by TPS.

8. Guest Complaints. TPS shall handle all Guest complaints and service issues relating reservations made through the Services. You shall direct Guests with such complaints or service issues to TPS guest services at AgencySupport@theparkingspot.com. You also shall notify TPS (using the same email address) of any Guest complaints or service issues of which you become aware.

9. Parking Services Policy. Our Parking Services Policy (which is available at <https://www.theparkingspot.com/content/documents/ParkingServicesPolicy.pdf>), is incorporated into this EULA as if fully set forth herein. You represent and warrant that You have the authority to bind Guests to the Parking Services Policy, and that You will notify Guests of the terms of the Parking Services Policy and any changes or modifications made thereto pursuant to Section 23.

10. Proprietary Rights. All trademarks, service marks and trade names used by TPS in connection with the Application or Services are proprietary to TPS or their respective owners that have granted TPS the right to use such trademarks, service marks and trade names, and are protected by applicable law. You are not granted any rights in or to such trademarks, service marks or trade names, and all rights in and to such marks and designations are reserved by TPS and/or their respective owners. Our trademarks, service marks, and trade names used in connection with the Application and include without limitation: The Parking Spot™, theParkingSpot®, The Spot Club™, theSpotClub®, We Have Airport Parking Covered®, Soft Hands Car Care®, Spot®, the spotted design on our shuttle buses, and the other logos of TPS. You acknowledge and agree that You acquire no rights or licenses with regard to the Application, the Services, content, or software except as expressly granted under this EULA. No title to the Application or Services is given to You under this EULA.

A. **Privacy.** Personal information about You that You provide or that is otherwise collected in connection with Your use of the Application and Services will be used in accordance with our Privacy Policy available at <https://theparkingspot.com/privacy-policy>, which may be updated from time to time. If You do not agree to have Your personal information used in accordance with our Privacy Policy, do not download or use the Application or Services. You represent and warrant that You (i) are authorized to disclose and share Guests' personal information with us to be used and shared in accordance with our [Privacy Policy](#), and (ii) have provided appropriate notice and obtained any required consents necessary to lawfully disclose and share Guests' personal information with TPS to be used and shared in accordance with our [Privacy Policy](#). Nothing in this EULA is intended to prevent TPS from disclosing, marketing, publishing, or otherwise using aggregate or anonymized information in accordance with applicable laws and regulations.

11. EXCLUSION OF LIABILITY/LIMITATION OF LIABILITY. IN NO EVENT WILL TPS BE LIABLE TO YOU OR ANY THIRD PARTY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE OR SAVINGS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE APPLICATION OR SERVICES, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TPS HAD BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. IN NO EVENT WILL TPS' LIABILITY FOR ANY REASON EXCEED THE AMOUNT PAYABLE TO TPS UNDER THIS EULA OR \$50.00, WHICHEVER IS LESS. NO CLAIM MAY BE BROUGHT MORE THAN TWELVE (12) MONTHS AFTER YOU KNEW OF OR REASONABLY SHOULD HAVE KNOWN OF THE CLAIM, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. DISCLAIMER OF WARRANTIES. THE SERVICES AND APPLICATION ARE PROVIDED "AS IS." TPS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF TPS WHATSOEVER. TPS DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN USING THE APPLICATION OR SERVICES. YOU AGREE THAT TPS MAY MODIFY/RESTRICT ACCESS TO THE APPLICATION OR SERVICES AND THAT SUCH RESTRICTION MAY IMPACT YOUR ABILITY TO ACCESS OR USE THE APPLICATION OR SERVICES. THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS MATERIAL TO THE EULA AND IS A SIGNIFICANT CONSIDERATION IN TPS WILLINGNESS TO ENTER INTO THIS EULA. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you if prohibited by applicable law.

13. Indemnity. You agree to indemnify and hold harmless the TPS and its parents, affiliates, representatives, subsidiaries, successors and/or assigns (collectively, the "**Related Parties**") and the members, managers, officers, directors, principals, employees, agents, representatives, subcontractors, lenders, insurers, successors and assigns of the foregoing (collectively, the "**Indemnified Parties**") from and against any and all claims, obligations, lawsuits, governmental or judicial proceedings of any nature or matter whatsoever, including all losses, liabilities, costs, damages and expenses (including, but not limited to, reasonable attorneys' and experts' fees) (collectively, "**Claims**"), directly or indirectly arising out of or as a direct or indirect result of (A) the acts and omissions of Travel Agents, and/or (B) your breach or violation of any condition, covenant, agreement, representation, or warranty under this Agreement; provided, however, that in no event shall you be obligated for any claims, expenses, losses, or damages resulting from the grossly negligent or willful misconduct of TPS, its Related Parties or its Indemnified Parties.

14. Confidentiality.

A. The Confidential Information of each party will remain its sole property. All Confidential Information shall be held and protected by the recipient in strict confidence and shall be used by the recipient only as required to render performance or to exercise rights and remedies under this Agreement. Each party will protect the other party's Confidential Information from unauthorized use, access or disclosure with the same measures that the recipient takes to protect its own proprietary information of like importance, but in no event less than reasonable care. No Confidential Information will be disclosed to any third party by the recipient party without the prior written consent of the disclosing party, except that each party may disclose this EULA and the other party's Confidential Information to its affiliates and their respective directors, employees, attorneys, agents, auditors, insurers, brokers, investment bankers, investors and potential investors, and subcontractors who require access to such information in connection with their employment or engagement, or in

connection with a potential transaction, and who are obligated to keep such information confidential in a manner no less restrictive than set forth in this Section. The party employing or engaging such persons is responsible and liable for their compliance with such confidentiality obligations. You agree to hold all the terms, fees, prices, and contents of this EULA in strict confidence. Customer may disclose the terms of the Agreement to their responsible employees, advisors and consultants with a bona fide need to know who agree to maintain confidentiality.

B. Each party may disclose the Confidential Information of the other party in response to a request for disclosure by a court or another governmental authority, including a subpoena, court order, or audit-related request by a taxing authority, if that party; (i) promptly notifies the other party of the terms and the circumstances of that request, (ii) consults with the other party, and cooperates with the other party's reasonable requests to resist or narrow that request, (iii) furnishes only information that, according to written advice of its legal counsel, that party is legally compelled to disclose, and (iv) uses reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded the information disclosed.

C. For the purposes of this EULA, "**Confidential Information**" means the terms and conditions of this EULA, any and all applicable intellectual property rights, proprietary and confidential information of You or TPS, their affiliates, subsidiaries, successors or assigns concerning their past, present or future industrial, corporate, and trade secrets, research, development, business activities or affairs, finances, methods of operation, processes and systems, and agreements related to the business of You or TPS disclosed under this EULA. Confidential Information does not include any information that: (i) is or becomes generally known to the public, (ii) which was in the receiving party's possession or was known by the receiving party prior to receipt by the disclosing party; (iii) was rightfully disclosed to the receiving party without restriction; or (iv) was independently developed by a party without the use of the other party's Confidential Information. Your Confidential Information does not include any (1) personal information of Guests or Your personal information that is collected by or shared with us, and we may use and share such information in accordance with our [Privacy Policy](#), or (2) aggregate or anonymized information collected by or shared with us, which we may use at our sole discretion, subject to applicable laws and regulations.

15. Governing Law and Compliance with Law.

A. This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Illinois without regard to principles of conflict of laws. This Agreement will not be governed by the U.N. Convention on the International Sale of Goods, the application of which is expressly excluded. The parties consent to the jurisdiction of, and agree that the exclusive venue for any litigation arising hereunder shall be, the federal or state courts in Cook County, Illinois. Each party waives any objection which it may have to the venue of any suit, action or proceeding arising out of or relating to this Agreement in such courts. Notwithstanding anything herein to the contrary, in the event of an actual or threatened breach of this EULA, TPS will be entitled, without waiving any other rights and remedies and without obligation to post a bond, to seek injunctive or equitable relief.

B. You agree to comply with applicable U.S. and foreign laws and regulations in its performance of this Agreement, including import and export laws. Providing services to, or for use by any person, entity or country on the U.S. Department of Commerce Denied Persons List or the U.S. Department of Treasury's lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, is prohibited, and shall be a material breach of the Agreement.

16. Assignment. TPS may freely assign, transfer, license, sublicense, delegate or otherwise convey any of TPS's rights or obligations under this EULA. You may not assign, transfer, license, sublicense, delegate or otherwise convey any of Your rights or obligations under this EULA without the prior written consent of TPS. In the event of any approved assignment by You, You shall remain liable for the assignee's continuing performance. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

17. Severability. In the event that any provision of this EULA is found invalid or unenforceable pursuant to a judicial decision, the remainder of this EULA shall remain valid and enforceable.

18. Survival. All provisions of this EULA relating to confidentiality, nondisclosure, proprietary rights, and indemnity shall survive the expiration or termination of this EULA.

19. Notices. Notices to TPS under this EULA shall be sent to Agency.Support@theparkingspot.com with a copy sent to LegalNotices@theparkingspot.com. Notices to You may be delivered by hand, by post, overnight courier, or by email. Notices to you (as an individual) or your company do not also need to be provided to Travel Agents. Notices to Travel Agents may be provided directly to the Travel Agent, to you (as an individual) or to your company.

20. Entire Agreement. This EULA, including the Parking Services Policy incorporated by reference herein and available at <https://www.theparkingspot.com/content/documents/ParkingServicesPolicy.pdf>, is the complete agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, contracts, proposals, understandings, offers and discussions.

21. Force Majeure. No party shall be liable to any other party for any delay or failure to perform due to causes beyond its control including, without limitation, fire, flood, wind, lightning, strike, work stoppage, war, insurrection or terrorist acts, failure of any local, state, national or international telecommunications carrier, computer hosting facility, or act of God or public enemy.

22. Insurance. You will carry insurance with coverage and limits that are reasonably acceptable to TPS, as determined by TPS from time to time. You will provide TPS a certificate of coverage upon request. Failure to meet Your obligations under this Section 22 shall constitute a material breach of the EULA.

23. Amendments. TPS reserves the right to modify the terms of this EULA (including without limitation the terms of the [Pricing Terms and Conditions](#) incorporated by reference herein) by giving reasonable prior notice of such amendment, which may include, without limitation, sending You an email notifying You of the revised EULA and/or revised Parking Services Policy, providing notification within the Application, or posting a revised EULA on The Parking Spot website and/or a revised Pricing Terms and Conditions at [Pricing Terms and Conditions \(theparkingspot.com\)](#). Your continued use of the Application and/or Services after notice of a modification indicates Your acceptance of the amendment. If You do not agree to the changes, then You must uninstall the Application and stop using the Application and Services before the changes take place. If You do not uninstall the Application and stop using the Application and Services, then Your continued use of the Application and/or Services will indicate Your acceptance and the terms of the amendment will apply. You represent and warrant that You will notify Guests of the terms of this EULA and any changes or modifications thereto.

Read and Understood. You hereby acknowledge that you have read and understand this EULA and agree to be bound by its terms.