



HILLSBOROUGH COUNTY  
AVIATION AUTHORITY

USE AND PERMIT AGREEMENT FOR  
TRANSPORTATION NETWORK COMPANY

AT

TAMPA INTERNATIONAL AIRPORT

COMPANY: WINGZ, INC.

Term Date: August 3, 2017 thru September 30, 2018

## TABLE OF CONTENTS

<b>ARTICLE 1: RECITALS</b>	<b>5</b>
<b>ARTICLE 2: DEFINITIONS</b>	<b>5</b>
<b>ARTICLE 3: TERM</b>	<b>7</b>
<b>ARTICLE 4: USES, PRIVILEGES, AND RESTRICTIONS</b>	<b>8</b>
<b>ARTICLE 5: FEES AND PAYMENTS</b>	<b>18</b>
<b>ARTICLE 6: ACCOUNTING, RECORDS AND AUDIT</b>	<b>22</b>
<b>ARTICLE 7: DEFAULT AND TERMINATION</b>	<b>25</b>
<b>ARTICLE 8: INDEMNIFICATION</b>	<b>27</b>
<b>ARTICLE 9: INSURANCE</b>	<b>29</b>
<b>ARTICLE 10: SECURITY FOR PAYMENT</b>	<b>32</b>
<b>ARTICLE 11: COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES</b>	<b>33</b>
<b>ARTICLE 12: NON-EXCLUSIVE RIGHTS</b>	<b>33</b>
<b>ARTICLE 13: AMERICANS WITH DISABILITIES ACT</b>	<b>33</b>
<b>ARTICLE 14: NON-DISCRIMINATION</b>	<b>34</b>
<b>ARTICLE 15: ASSIGNMENT AND SUBCONTRACTING / SUBLEASING</b>	<b>36</b>
<b>ARTICLE 16: WAIVER OF CLAIMS</b>	<b>37</b>
<b>ARTICLE 17: VENUE</b>	<b>37</b>
<b>ARTICLE 18: COMPLIANCE WITH PUBLIC RECORDS LAW</b>	<b>37</b>
<b>ARTICLE 19: DATA SECURITY</b>	<b>38</b>
<b>ARTICLE 20: AGENT FOR SERVICE OF PROCESS</b>	<b>39</b>
<b>ARTICLE 21: INVALIDITY OF CLAUSES</b>	<b>39</b>
<b>ARTICLE 22: NOTICES AND COMMUNICATIONS</b>	<b>39</b>
<b>ARTICLE 23: HEADINGS</b>	<b>40</b>
<b>ARTICLE 24: RELATIONSHIP OF THE PARTIES</b>	<b>40</b>
<b>ARTICLE 25: MISCELLANEOUS</b>	<b>40</b>
<b>ARTICLE 26: AUTHORITY APPROVALS</b>	<b>40</b>
<b>ARTICLE 27: CONTRACT MADE IN FLORIDA</b>	<b>41</b>
<b>ARTICLE 28: SUBORDINATION OF AGREEMENT</b>	<b>41</b>
<b>ARTICLE 29: SUBORDINATION TO TRUST AGREEMENT</b>	<b>41</b>
<b>ARTICLE 30: SEVERABILITY</b>	<b>41</b>
<b>ARTICLE 31: RIGHT TO AMEND</b>	<b>41</b>
<b>ARTICLE 32: ORGANIZATION AND AUTHORITY TO ENTER INTO AGREEMENT</b>	<b>42</b>
<b>ARTICLE 33: TIME IS OF THE ESSENCE</b>	<b>42</b>
<b>ARTICLE 34: COMPLETE AGREEMENT</b>	<b>42</b>

**EXHIBIT A: MONTHLY PER-TRIP FEE STATEMENT**  
**EXHIBIT B: DESIGNATED AREAS**  
**EXHIBIT C: DATA INTERFACE SPECIFICATIONS**

## HILLSBOROUGH COUNTY AVIATION AUTHORITY

### USE AND PERMIT AGREEMENT FOR TRANSPORTATION NETWORK COMPANY

This Use and Permit Agreement for Transportation Network Company (hereinafter referred to as "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida ("Authority"), and Wingz, Inc., a corporation, organized and existing under the laws of the State of Delaware ("Company") (individually and collectively hereinafter referred to as "Party" or "Parties").

#### WITNESSETH:

WHEREAS, Authority controls, operates, and maintains an airport in the County of Hillsborough, State of Florida, known as Tampa International Airport ("Airport"); and

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; enter contracts including limited and exclusive agreements; lease property; fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Airport or for the privilege of providing services to the Airport passengers; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

WHEREAS, Authority finds the provision and regulation of ground transportation services to Airport passengers to be in the public interest and to be a part of, as well as essential to, operation of the Airport and aviation facilities owned by and under the jurisdiction of Authority; and

WHEREAS, Authority finds that businesses providing ground transportation services to Airport passengers derive a special economic benefit from Authority ongoing Airport operation, such that it is reasonable to raise funds to support the continued and ongoing operations of Authority through fees and charges, or a combination thereof, imposed for the privilege of doing business with customers who use the Airport or aviation facilities under Authority jurisdiction; and

WHEREAS, the Legislature of the State of Florida enacted certain regulations under Section 627.748 of Florida Statutes, regarding the operation of Transportation Network Companies within the State effective July 1, 2017; and

WHEREAS, Company operates a Transportation Network Company wherein the Digital Network provided by Company is used by Transportation Network Company Drivers to connect Riders with Prearranged Rides; and

WHEREAS, Company has requested from Authority authorization to conduct business at the Airport by providing Riders at the Airport with access to a digital network to enable Prearranged Rides by Transportation Network Company Drivers; and

WHEREAS, Authority has agreed to allow Company to conduct such business at the Airport, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the use of the Airport in accordance with Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives and the terms and conditions herein, and in further consideration of the business benefits received by Company, and other good and valuable considerations, Authority agrees to allow Company to conduct its business at the Airport and Company agrees to abide by all of the following terms and conditions.

#### **ARTICLE 1: RECITALS**

The above recitals are true and correct and are incorporated herein.

#### **ARTICLE 2: DEFINITIONS**

Unless otherwise defined herein, all definitions set out in the Rules and Regulations, Policies, Standard Procedures and Operating Directives of Authority will be applicable to this Agreement. For the purpose of this Agreement, the following words and terms used herein are defined as follows:

2.01 Designated Areas

The areas where a Transportation Network Company Driver may pick up and/or drop-off Riders, and the staging at such areas, as further described in Article 4.15 below.

2.02 Digital Network

Any online-enabled technology application service, website, or system offered or used by a Transportation Network Company which enables the prearrangement of rides with Transportation Network Company Drivers.

2.03 Electronic Receipt

The electronic document which is delivered to the Rider(s) on behalf of the Transportation Network Company Driver.

2.04 Monthly Fee

The product of the following: (i) the number of Prearranged Rides conducted by the Transportation Network Company Vehicles in one (1) calendar month, and (ii) the Per-Trip Fee then in effect.

2.05 Per-Trip Fee

The fee established by Authority Board of Directors (Board) for each Trip by a Transportation Network Company Vehicle which may be adjusted from time to time by the Authority. The Per-Trip Fee will apply once each time the TNC Vehicle enters Airport property and picks up one or more Riders.

2.06 Prearranged Ride

The provision of transportation by a Transportation Network Company Driver to a Rider(s), beginning when a Transportation Network Company Driver accepts a ride requested by a Rider(s) through a Digital Network controlled by a Transportation Network Company, continuing while the Transportation Network Company Driver transports the Rider, and ending when the last Rider(s) exits from and is no longer occupying the Transportation Network Company Vehicle. The term does not include a taxicab, for-hire vehicle, or street hail service and does not include ridesharing as defined in Florida Statute Section 341.031, carpool as defined in Florida Statute Section 450.28, or any other type of service in which the driver receives a fee that does not exceed the driver's cost to provide the ride. A street hail service is defined as an immediate arrangement on a street with a driver by a person using any method other than a Digital Network to seek immediate transportation.

2.07 Rider

An individual who uses a Digital Network to connect with a Transportation Network Company Driver in order to obtain a Prearranged Ride in the Transportation Network Company Driver's Transportation Network Company Vehicle between points chosen by the Rider. A person may use a Digital Network to request a Prearranged Ride on behalf of a Rider.

2.08 Transportation Network Company or TNC

An entity operating in the State of Florida pursuant to Section 627.748, Florida Statute using a Digital Network to connect a Rider(s) to a Transportation Network Company Driver, who provides Prearranged Rides. A Transportation Network Company is not deemed to own, control, operate, direct, or manage the Transportation Network Company Vehicles or Transportation Network Company Drivers that connect to its Digital Network, except where agreed to by written contract, and is not a taxicab association or for-hire vehicle owner. An individual, corporation, partnership, sole proprietorship, or other entity that arranges medical transportation for individuals qualifying for Medicaid or Medicare pursuant to a contract with the State of Florida or a managed care organization is not a Transportation Network Company. However, a Transportation Network Company is not prohibited from providing prearranged rides to individuals who qualify for Medicaid or Medicare if it meets the requirements of this Agreement. A Transportation Network Company is not a common carrier, contract carrier or motor carrier and does not provide taxicab or for-hire vehicle service.

2.09 Transportation Network Company Driver or TNC Driver

An individual who:

- A. Receives connections to potential Riders and related services from a Transportation Network Company; and
- B. In return for compensation, uses a Transportation Network Company Vehicle to offer or provide a Prearranged Ride to a Rider(s) upon connection through a Digital Network.

2.10 Transportation Network Company Vehicle or TNC Vehicle

A vehicle that is not a taxicab, jitney, limousine, or for-hire vehicle as defined in Florida Statute Section 320.01(15) and that is:

- A. Used by a Transportation Network Company Driver to offer or provide a Prearranged Ride; and
- B. Owned, leased, or otherwise authorized to be used by the Transportation Network Company Driver.

Notwithstanding any other provision of law, a vehicle that is let or rented to another for consideration may be used as a Transportation Network Company Vehicle.

2.11 Trip

Each instance in which a Transportation Network Company Driver affiliated with a Transportation Network Company picks up one or more Riders via a Prearranged Ride on Airport property.

**ARTICLE 3: TERM**

3.01 Effective Date

This Agreement will become binding and effective upon execution by Company and approval and execution by Authority Board.

3.02 Term

The term of this Agreement will commence on August 3, 2017 and will continue through September 30, 2018, unless terminated earlier as provided herein.

3.03 Renewal Option

This Agreement may be renewed at the same terms and conditions hereunder for one (1), one (1)-year period at the discretion of the Authority Chief Executive Officer. Such renewal will be effective by written letter to Company by Authority Chief Executive Officer, without the need for formal amendment to this Agreement. If the renewal option is exercised, this Agreement will have a final termination date of September 30, 2019.

3.04 Commencement of Fees and Other Charges

The fees and other charges due hereunder will commence on the Effective Date and will continue throughout the term of this Agreement and any renewal option, unless this Agreement is terminated as provided herein.

3.05 Termination

This Agreement may be terminated by Authority or Company, with or without cause, upon thirty (30) calendar days' written notice to the other Party. In the event any such notice of termination is given, the termination of this Agreement will be effective 30 calendar days from the date of the notice or such date set forth in the notice.

3.06 Holdover

Any continuation of operations by Company with the written consent of Authority, after the termination of this Agreement, shall be on a month-to-month basis with all provisions of this Agreement, including fees and other charges, remaining in place until such time that Authority gives notice to Company to cease operations. Notice to cease operations will be provided not less than thirty (30) days prior to the anticipated date of termination of operations.

If Company continues to operate at the Airport without written consent of Authority after expiration or termination of this Agreement, including any renewal option, in addition to all remedies available to Authority to enforce this Agreement, as well as its Rules and Regulations, Operating Directives, and Policies and Standard Procedures, Company will pay Authority a penalty of two (2) times the Per-Trip Fee then in effect for each Prearranged Ride.

**ARTICLE 4: USES, PRIVILEGES, AND RESTRICTIONS**

4.01 Authorization

Company is authorized to do business at the Airport as a Transportation Network Company under the trade name Wingz, Inc. and the TNC Vehicles accepting trip requests on its Digital Network will solely operate products known as Single-party rides on public roadways and in Authority Designated Areas on Airport property to stage TNC Vehicles and provide Prearranged Rides, all in accordance with the Rules and Regulations, Operating Directives, Policies and Standard Procedures of Authority. Company will inform TNC Drivers of the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any federal, State or local laws, rules or regulations.

If Company desires to operate additional products at the Airport other than Single-party rides, it shall immediately notify Authority prior to commencing such additional products and, at Authority's sole option, Authority will determine if this Agreement may be amended or if a separate agreement will be required to accommodate such additional



products. At no time will such additional products commence without the express approval of Authority.

#### 4.02 Permitted Uses

Company and TNC Drivers may use the Designated Areas only for the uses specified in this Agreement (collectively, "Permitted Uses") and for no other purpose, and Company will not conduct any activity or operations at the Airport not expressly authorized by this Agreement unless otherwise approved in writing by Authority.

#### 4.03 Fare Transparency

If a fare is collected from a Rider(s), the Transportation Network Company must disclose to the Rider(s) the fare or fare calculation method on its website or within the online-enabled technology application service before the beginning of the Prearranged Ride. If the fare is not disclosed to the Rider(s) before the beginning of the Prearranged Ride, the Rider(s) must have the option to receive an estimated fare before the beginning of the Prearranged Ride.

#### 4.04 Driver Requirements

- A. Company will conduct, or have a third party conduct, a local and national criminal background check on a TNC Driver before a TNC Driver is allowed to offer Prearranged Rides through a Digital Network at the Airport. Such background check must include:
  - 1. A search of the Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation of any records through primary source search; and
  - 2. A search of the National Sex Offender Public Website maintained by the United States Department of Justice.
- B. Company must obtain and review, or have a third party obtain and review, a driving history research report for the TNC Driver.
- C. Company will conduct the required background check mentioned above for a TNC Driver every three (3) years.
- D. Company may not authorize an individual to act as a TNC Driver on its Digital Network if the driving history research report conducted when the individual first seeks access to the Digital Network reveals that the individual has had more than three (3) moving violations in the prior three (3) year period.
- E. Company may not authorize an individual to act as a TNC Driver on its Digital Network if the background check conducted when the individual first seeks access to the Digital

Network or any subsequent background check required under (C) above reveals that the individual:

1. Has been convicted, within the past five (5) years of:
  - a) A felony;
  - b) A misdemeanor for driving under the influence of drugs or alcohol, for reckless driving, for hit and run, or for fleeing or attempting to elude a law enforcement officer; or
  - c) A misdemeanor for a violent offense or sexual battery, or a crime of lewdness or indecent exposure under Chapter 800, Florida Statutes;
2. Has been convicted, within the past three (3) years, of driving with a suspended or revoked license;
3. Is a match in the National Sex Offender Public Website maintained by the United States Department of Justice;
4. Does not possess a valid driver license; or
5. Does not possess proof of registration for the motor vehicle used to provide Prearranged Rides.

4.05 Representative of Company

Company will provide Authority with the name, address, telephone number(s), and email address for at least one (1) qualified representative authorized to represent and act for Company in matters pertaining to its business and operation under this Agreement, and will notify Authority, in writing, if such person changes or if the information changes. If the qualified representative changes, Company will provide Authority with the required information for the new qualified representative.

4.06 Company's Agent for Service of Process

Company will provide Authority with the name and address of the Company's Agent for Service of Process, and will notify Authority, in writing, if such Agent for Service of Process changes or if the information changes.

4.07 TNC Vehicle Use

Company agrees that it will at all times require that TNC Drivers comply with Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives. Authority, in its sole discretion, may suspend TNC Drivers temporarily or permanently from Airport property for violations of Authority Rules and Regulations, Policies and Standard Procedures, and Operating Directives, provided Company is afforded ten (10) calendar days to cure any such violation(s).

4.08 TNC Vehicle Condition

TNC Vehicles will be air-conditioned, clean and neat in appearance, safe for operation, and will comply with all applicable laws.

4.09 TNC Vehicle Inspection

TNC Vehicles operating under this Agreement may be subject at any time to inspection by Authority as to passenger access, registration, TNC Driver's driver's license, license tag, insurance, and other matters pertaining to the efficient and safe operation of the TNC Driver and TNC Driver's Vehicle at the Airport.

4.10 Identification of TNC Driver and TNC Vehicle

Company's Digital Network must display a photograph of the TNC Driver and the license plate number of the TNC Vehicle used for providing the Prearranged Ride before the Rider(s) enters the TNC Driver's vehicle. Additionally, TNC Vehicles will be identified with the trade dress (name and logo) of Wingz, Inc. any time a TNC Driver is on Airport property and is logged on to Company's Digital Network. Other than trade dress, TNC Vehicles will not be painted or display signage that is meant to advertise or solicit business on the Airport.

4.11 Disputes and Solicitation

Company and TNC Drivers will operate on the Airport in a safe and orderly fashion. Other than picking up or dropping-off Riders, TNC Drivers shall not solicit business while on Airport property in any way or fashion whatsoever. TNC Drivers also shall not engage in open or public disputes or conflicts which are incompatible with the best interests of the public at the Airport. Should Authority be made aware of TNC Drivers violating either of these prohibitions, or any other prohibition set forth in this Agreement, Authority will notify Company of the same and will expect Company to take any and all appropriate actions against the subject TNC Driver(s). Company shall at all times be responsible for the actions and omissions of its TNC Drivers irrespective of whether the TNC Driver of a TNC Vehicle is an employee, independent contractor, licensee, subcontractor, or sublessee, or has any arrangement whereby the TNC Driver is authorized by Company to operate a TNC Vehicle on Airport property. Authority will have the absolute right to resolve all such disputes or conflicts, and its determination concerning the manner in which Company will operate at the Airport will be binding upon Company.

4.12 Non-Exclusive Agreement

It is understood that this Agreement, and any right or privilege granted herein, is non-exclusive and in no way establishes or vests in Company any priority use of the Airport relative to other commercial ground transportation users of the Airport.

4.13 Agreement Limitations

This Agreement authorizes Company to stage, provide Prearranged Rides at the Airport, and to enjoy the benefits derived from the use of the Airport in the operation of Company's Transportation Network Company business. Company will not operate an

office or conduct any other kind of business on the Airport without approval of Authority.

4.14 Option to Renegotiate

Authority will have the right and option, to be exercised in its sole, exclusive and absolute discretion, to renegotiate the terms and conditions of this Agreement, and the rights granted hereunder, in the event Company operates any other additional ground transportation business at the Airport. In such event, Authority will notify Company within thirty (30) days of its election to open this Agreement for renegotiation. The terms subject to such renegotiation may include, but are not limited to, modified fees and payments, and other such terms as the Authority may deem appropriate.

4.15 Designated Areas

Authority grants to Company the right to allow TNC Drivers to use, in common with others so authorized, the Designated Areas as shown on Exhibit B, which is attached hereto and incorporated herein, for the staging of TNC Vehicles waiting for Riders at the Airport, and to provide Prearranged Rides. Company's rights to use the Designated Areas will be on a non-exclusive basis at all times. Authority, in its sole discretion, may change the location, size, or configuration of Designated Areas at any time.

4.16 Rights of Ingress and Egress

TNC Drivers will have the non-exclusive rights of ingress and egress across Airport property to conduct their permitted operations hereunder, provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport by Authority or the use of the Airport by its tenants, passengers or employees; (b) shall be in staging areas, on roadways, pickup and drop-off areas, and other areas designated by Authority from time to time; and (c) may be temporarily suspended by Authority in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

4.17 Changes to Airport

Company acknowledges and agrees that: (a) Authority will have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and Designated Areas; and (b) Authority has made no representations, warranties and/or covenants to Company regarding the design, construction, passenger or automobile traffic, or views of the Airport. Without limiting the generality of the foregoing, Company acknowledges and agrees that: (a) the Airport may from time to time undergo renovation, construction and other Airport modifications; and (b) Authority may from time to time adopt Rules and Regulations relating to security or other operational matters that may affect Company's business.

4.18 As-Is Condition

Company accepts the Designated Areas and the Airport in their present condition and "as is", without representation or warranty of any kind, and subject to all applicable laws, ordinances, rules and regulations.

#### 4.19 Requirements

During the term of this Agreement, and any renewal option, Company is authorized to conduct business at the Airport solely to: (a) operate a non-exclusive Transportation Network Company (subject to this Agreement and all applicable laws, rules, ordinances and regulations) utilizing a Digital Network to connect Riders for Prearranged Rides; (b) permit TNC Drivers to access Company's Digital Network in order to transport such Riders and their personal baggage from and/or to the Airport in TNC Vehicles inspected and approved by Company; and (c) permit TNC Drivers, by providing Prearranged Rides matched through Company's Digital Network, to use common-use Airport roadways for ingress and egress to and from the Airport. Nothing herein shall be deemed to grant Company any exclusive right or privilege.

As a condition of this Agreement, Company guarantees the following:

- A. Company will implement a zero-tolerance policy regarding a TNC Driver's activities while accessing Company's Digital Network. The zero-tolerance policy must address the use of drugs or alcohol while a TNC Driver is providing a Prearranged Ride or is logged on to the Digital Network.
- B. Company will provide notice of such zero-tolerance policy on its website, as well as procedures to report a complaint about a TNC Driver who a Rider(s) reasonably suspects was under the influence of drugs or alcohol during the course of a ride.
- C. Upon receipt of a Rider's complaint alleging a violation of such zero-tolerance policy, Company will immediately suspend a TNC Driver's ability to accept any ride request through Company's Digital Network and will conduct an investigation into the reported incident. The suspension must last the duration of the investigation.
- D. Company will adopt a policy of nondiscrimination with respect to Riders and Potential Riders and will notify TNC Drivers of such policy. TNC Drivers will comply with such nondiscrimination policy as well as all applicable laws regarding nondiscrimination against Riders and potential Riders. TNC Drivers will comply with all applicable laws relating to accommodation of service animals. Company may not impose additional charges for providing services to a person who has a physical disability because of the person's disability. Company will provide service to and must comply with all applicable State of Florida and federal laws related to individuals with disabilities. Beginning on the Effective Date and throughout the term of this Agreement, including any renewal option, Company may be required to demonstrate to Authority's satisfaction its plan and ability to accommodate individuals with disabilities in accordance with applicable laws and regulations and/or as required by this Agreement.
- E. Company will reevaluate any decision to remove a TNC Driver's authorization to

access its Digital Network due to a low quality rating by Riders if the TNC Driver alleges that the low quality rating was because of a characteristic identified in Company's nondiscrimination policy and there is a plausible basis for such allegation.

F. Company will maintain the following records:

1. Individual Prearranged Ride records for at least one (1) year after the date on which each Prearranged Ride is provided; and
2. Individual records on TNC Drivers for at least one (1) year after the date on which the TNC Driver's relationship with Company ends.

#### 4.20 Geo-Fence

Prior to beginning operations at the Airport, Company will implement a virtual perimeter that encompasses the real-world geographic area comprised by the Airport ("Geo-Fence"). Company will use the Geo-Fence and other tools, as appropriate, to manage its Airport business, comply with the terms and conditions of this Agreement, and to transmit live data regarding its operations at the Airport. Company will demonstrate to Authority that Company's Geo-Fence has been established with the parameters and points established by Authority in Authority's sole discretion. An alternate reporting period will begin upon completion of the first day of operation and will continue weekly thereafter for a period of fourteen (14) calendar days. Company will submit a report, similar in form to Exhibit A, to Authority demonstrating Company's Geo-Fence has been established matching Authority provided parameters and points and is fully functioning. Authority shall notify Company in writing of any failures or discrepancies with its Geo Fence or associated reports during the alternate reporting period. Company shall correct such failures or discrepancies within twenty-four (24) hours and demonstrate functionality and/or compliance with Authority provided parameters and points. Authority may extend the alternate reporting period if any failures or discrepancies are identified by Authority.

The Geo-Fence will be comprised of one (1) or more polygons whose points are geographic coordinates defined by the Airport. TNC Drivers will be unable to receive requests from a Rider(s) on Company's Digital Network unless they are within the TNC holding area or off Airport property, or as otherwise approved by in writing by Authority. Certain areas of the Airport will be blacked out at the sole discretion of the Authority, whereby TNC Drivers will be invisible to Riders on Company's Digital Network. Such blacked out areas are depicted on Exhibit B. The blacked out areas may be modified at any time by Authority with at least five (5) business days' notice to Company. TNC Vehicle tracking shall be established as follows: All TNC Vehicles shall be identified electronically for each Trip by a unique number and the license plate number. The unique number shall be linked by Company through their Digital Network to the TNC Driver in a manner that allows Authority to audit Company's compliance with the terms and conditions of this Agreement. Consistent with the auditing provisions in this Agreement, Authority will

periodically audit Company's records with respect to its operations at the Airport.

TNC Vehicle Prearranged Rides shall be tracked at various stages based on the transaction type described below. For each transaction type, and only if Authority establishes an Alternative Technology Solution that allows for this, Company shall provide the unique trip number, transaction type, date, time, geographical location, TNC Driver unique identifier, and TNC Vehicle license plate number. TNC Driver must remain connected to Company's Digital Network at all times while on Airport property.

- A. Upon Entry: Upon entry into the Geo-Fence, Company shall electronically record the TNC Driver unique identifier and license plate number of each TNC Vehicle, including unique trip number, date, time, geographical location, TNC Vehicle license plate number, and whether there is a Rider in the TNC Vehicle at the time of entry.
- B. Upon ride completion on Airport property: When the TNC Driver completes a drop-off trip by indicating on Company's Digital Network that the Prearranged Ride is complete, Company shall record the date, time, and geographical location.
- C. Upon Rider pickup on Airport property: When the TNC Driver picks up a Rider on Airport property by indicating on Company's Digital Network that a Rider has been picked up, Company shall record the unique trip number, date, time, geographical location, TNC Driver unique identifier, TNC Vehicle license plate number, and whether there is a Rider(s) in the TNC Vehicle.
- D. Exiting the Geo-Fence: Upon exiting the Geo-Fence, Company shall record the unique trip number, date, time, geographical location, TNC Driver unique identifier, TNC Vehicle license plate number, and whether there is a Rider(s) in the TNC Vehicle.
- E. TNC Drivers may not accept a Prearranged Ride for compensation other than from a Rider(s) arranged through the Company's Digital Network. If any TNC Driver attempts to circumvent the requirements of this Section 4.20 by disengaging from Company's Digital Network, Company will work in good faith with Authority to correct this conduct and prevent such conduct in the future. Additionally, Company will be subject to the following fines by Authority: \$300 for a first offense; \$450 for a second offense; and \$600 for a third offense. Any TNC Driver which exceeds three (3) offenses may be suspended from Airport property by Authority, in its sole discretion, temporarily or permanently, pursuant to Section 4.07.
- F. Prior to commencing service at Airport, Company will demonstrate to the satisfaction of Authority, any manual or other alternative method of tracking TNC Drivers in the event Company's Geo-Fence and/or Digital Network malfunctions or is otherwise inoperative. Such demonstration will consist of data reporting as required by this Agreement.

G. Company agrees to comply with the Data Interface Specifications similar to the specifications attached hereto and made a part hereof as Exhibit C. Any revisions to Exhibit C will be made by letter from the Authority Vice President of Concessions to Company without the need for a formal amendment to this Agreement.

4.21 Alternative Technology Solution

If Authority acquires or develops an alternative technology solution to enable Authority to monitor and audit compliance of Company's operations, Company shall work with Authority in good faith to develop such vehicle tracking mechanism or other similar protocol for use on Airport property.

4.22 TNC Driver Requirements

Each TNC Driver will maintain information on his or her mobile electronic device while connected to Company's Digital Network that will be used in lieu of a tangible Airport decal or transponder. This information will allow Authority to confirm the following information for any TNC Driver or TNC Vehicle connected to Company's Digital Network while on Airport property:

- A. TNC Driver identity and color photo;
- B. TNC Vehicle make and model;
- C. TNC Vehicle license plate number;
- D. Certificates or proof of insurance; and
- E. The electronic equivalent of a Waybill that meets the criteria set forth in Section 4.25.

4.23 Transportation Requirements

In conducting its operations under this Agreement, without limiting the generality of other provisions of this Agreement, Company will inform TNC Drivers about the terms of this Agreement and the following transportation requirements, as may be amended from time to time by Authority:

- A. TNC Drivers will only be allowed to pickup Airport Riders in Designated Areas as shown on Exhibit B. TNC Drivers will only be allowed to drop-off Airport Riders at airline locations on the Main Terminal departure drive curbsides.
- B. Each TNC Driver must be able to produce, upon the request of any police officer or other Authority representative, the electronic equivalent of a Waybill meeting the requirements of Section 4.25 below.



- C. Once a TNC Driver has made contact with an Airport Rider(s) with whom such TNC Driver was matched through the Company's Digital Network, the TNC Driver will promptly load such Airport Rider(s).
- D. Each TNC Driver will limit their time in the Designated Areas or arrival and departure drive curbsides to the time required for the prompt loading and unloading of Airport Riders. After loading and unloading Airport Riders, the TNC Driver will thereafter promptly depart from the Airport unless otherwise approved by Authority.

4.24 Electronic Receipt

Within a reasonable period after the completion of a Prearranged Ride, Company shall transmit an Electronic Receipt to the Rider(s) on behalf of the TNC Driver which lists:

- A. The origin and destination of the Prearranged Ride;
- B. The total time and distance of the Prearranged Ride; and
- C. The total fare paid.

4.25 Waybills

In lieu of a physical waybill, and as an explicit requirement of Authority under this Agreement, every Prearranged Ride will be documented electronically with the Rider(s) to which it relates. TNC Drivers will, upon request, present the electronic equivalent of a requested waybill to any Authority official or police officer for inspection.

4.26 Prohibited Activities

Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by TNC Drivers:

- A. Disconnecting from Company's Digital Network when a TNC Driver's TNC Vehicle is on Airport property, unless the TNC Driver has departed the Airport and has left the Geo-Fence;
- B. Any method used to circumvent the established Geo-Fence;
- C. Allowing operation of a TNC Driver's TNC Vehicle on Airport roadways by an unauthorized driver;
- D. Transporting an Airport Rider(s) in an unauthorized TNC Vehicle;
- E. Picking up or dropping-off Airport Rider(s), or their baggage, at any location other than the Designated Areas;

- F. Failing to provide information, or providing false information, to police officers or Authority officials;
- G. Displaying to a police officer or Authority official a waybill in an altered or fictitious form;
- H. Soliciting Airport Rider(s) on Airport property;
- I. Recirculating on the road in front of the Main Terminal;
- J. Failing to operate a TNC Vehicle in a safe manner;
- K. Failing to comply with posted speed limits and traffic control signs;
- L. Using profane or vulgar language;
- M. Attempting to solicit payment in excess of that authorized by law;
- N. Soliciting for or on behalf of any hotel, club, nightclub, or other business;
- O. Soliciting any activity prohibited by applicable laws, rules or regulations;
- P. Operating a TNC Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- Q. Disconnecting any pollution control equipment;
- R. Using or possessing any alcoholic beverage, illegal drug, or narcotic while on Airport property;
- S. Operating a TNC Vehicle without proper certification or at any time during which Company's authority to operate on the Airport is suspended or revoked; and
- T. Engaging in any criminal activity.

## **ARTICLE 5: FEES AND PAYMENTS**

5.01 In consideration of the rights granted herein to operate a Transportation Network Company at the Airport, beginning on the Effective Date and continuing through the end of the term of this Agreement, including any renewal option, Company will pay to Authority a Privilege Fee equal to the greater of the Minimum Annual Privilege Fee (MAPF) **OR** the Monthly Fee.

### A. MAPE

1. Company's MAPF for each twelve (12) month period of the term of this Agreement, including any renewal option, shall be based upon the following criteria. For any period less than the twelve (12) months, the MAPF will be pro-rated:

Vehicles Serving the Airport	MAPF
5,000 or more	\$300,000
3,000 – 4,999	\$200,000
2,000 – 2,999	\$100,000
1,000 – 1,999	\$50,000
1 to 999	\$2,500

2. Company's MAPF for the term of this Agreement is \$2,500. The MAPF begins on the Effective Date and continues through the end of the term of this Agreement. Company's MAPF will be pro-rated to include any period of time from the Effective Date to the end of the term of this Agreement that exceeds twelve (12) months. Company will verify the number of TNC Vehicles with the Authority not less than sixty (60) days prior to the renewal option period, if exercised, to confirm the Company's MAPF for the renewal option period, which MAPF will be effective by written letter to Company from Authority Chief Executive Officer or designee, without the need for formal amendment of this Agreement.

**B. Monthly Fee**

During the term of this Agreement and any renewal option, Company will pay to Authority a Per-Trip Fee as listed below, without offset or demand, each time a TNC Driver crosses the established Geo-Fence as described in Section 4.20 above, and picks up a Rider(s).

Agreement Period	Per-Trip Fee Amount
Term: August 3, 2017 through September 30, 2018	\$3.00
Renewal Option: October 1, 2018 through September 30, 2019	\$4.00

Company acknowledges that the Per-Trip Fee is a fee payable by Company to the Authority under this Agreement and is not a fee imposed by Authority upon Riders. Authority does not require, but will not prohibit, a separate statement of and charge for the Per-Trip Fee provided that such Per-Trip Fee meets all of the following conditions: (a) it is permitted by the laws of the State of Florida and all other applicable laws, including, without limitation, Federal Trade Commission requirements, as such laws exist as of the Effective Date of this Agreement, or as such laws may hereafter be amended; (b) it is titled "TPA, Tampa International Airport or

Airport fee”, or such other name as is first approved by the Authority in writing; (c) it will not be higher than the Per-Trip Fee established in this Agreement; and (d) Company will neither identify, treat, or refer to it as a tax or levy, nor state or imply that Authority is requiring the pass-through or collection thereof.

Company will report its Monthly Fee on Exhibit A, which is attached hereto and incorporated herein. Company will pay the Monthly Fee, but only to the extent that such amount exceeds the MAPF for the corresponding month. If the Monthly Fee calculated in accordance with this Section 5.01 is an amount less than the MAPF, no Monthly Fee will be payable for the corresponding month.

- C. Payment of Privilege Fee. On or before the fifteenth (15<sup>th</sup>) day of each month after the Effective Date, Company will pay to Authority, without set off, deduction, prior notice, or demand, the greater of one-twelfth (1/12<sup>th</sup>) of the MAPF **OR** the Monthly Fee in the prior month as reported on Exhibit A. For any payment period of less than one month, the MAPF payment will be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the MAPF is payable.

5.02 Fees and Other Payments a Separate Covenant

Company will not for any reason withhold or reduce its required payments of fees and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of such fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

5.03 Failure to Make Timely Payments

Without waiving any other right or action available to Authority, in the event Company is delinquent in the payment of fees or other charges due hereunder or rightly due and owing by an audit of Company’s books and records as provided in Section 6.03, and in the event Company is delinquent in paying to Authority any such fees or other charges for a period of seven (7) calendar days after such payment is due, Authority reserves the right to charge Company a late fee of \$250.00 per calendar day until such payments are received. If such payment date falls on a Saturday, Sunday or Authority observed holiday, payment will be due on the next business day.

In the event of a dispute as to the amount to be paid, Authority will accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest will apply only to the deficiency. The acceptance of any such payment will not constitute a waiver, modification or accord and satisfaction with respect to the total amount due and owing under the Agreement.

The right of Authority to require payment of interest and the obligation of the Company to pay same will be in addition to and not in lieu of the right of Authority to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies

provided by law.

The failure of Authority to take action in the event of a delinquent payment or series of payments will in no way waive the right of Authority to take such action at a subsequent time. Authority expects all fees and other charges to be paid on time and Company agrees to pay on time.

Notwithstanding other provisions of this Agreement, and without limiting the other provisions of this Agreement concerning, among other things, events deemed to constitute a default of Company, Authority may, in Authority's reasonably exercised discretion, terminate this Agreement upon written notice to Company if there are three (3) instances during the term or any renewal option in which (i) Company's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Company fails to maintain adequate records and accounts reflecting its operation at the Airport and calculation of the Monthly Fee under this Agreement, or (iii) Company fails or refuses to submit the formal supporting paperwork as required herein.

5.04 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Agreement for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

- A. All work performed prior to the effective date of termination; and
- B. Expenses incurred by Company in effecting the termination of this Agreement as approved in advance by Authority.

5.05 Place of Payments

Company will submit all fees and other charges required by this Agreement as designated in the Notices and Communications Article below.

5.06 Monthly Per-Trip Fee Statement

- A. Within fifteen (15) calendar days, excluding Authority holidays, after the close of each calendar month of the term of this Agreement, including any renewal option, Company will submit to Authority, in a form as shown on Exhibit A, or other such form with detail satisfactory to Authority, its Monthly Per-Trip Fee Statement for the previous calendar month. The Monthly Per-Trip Fee Statement will contain the total number of Trips for the reporting period as well as transaction identification number, and the date and time of each Trip. The Monthly Per-Trip Fee Statement must be signed and certified by an officer of Company or Company must provide to the Authority a list of all employees certified by Company to submit the Monthly Per-Trip Fee Statement. Authority will not accept the Monthly Per-Trip Fee Statement if it is not properly signed and certified or if the individual submitting the Monthly Per-Trip

Fee Statement is not on the list of certified employees previously provided by Company. All such information contained in the Monthly Per-Trip Fee Statement shall be accurate at all times. Payment is due without set off, deduction, prior notice, or demand, simultaneously with the submission of the Monthly Per-Trip Fee Statement to Authority.

- B. At Authority discretion, Exhibit A may be required in electronic format or utilizing a portal system or technology and procedures designated by Authority. If Authority instructs Company to deliver any reports and statements required hereunder by computer, e-mail, internet website, or other electronic transmission, Authority will not be obligated to furnish Company with the equipment or systems necessary to do so.
- C. The Parties recognize that Authority will incur additional administrative costs if Company is late in providing all of the monthly information in the Monthly Per-Trip Fee Statement required by this Article, and the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Company will pay Authority, in addition to all other financial requirements of this Agreement, fifty dollars (\$50) for each calendar day Company is late in submitting a Monthly Per-Trip Fee Statement in the format required by this Article. Said charge will continue until specific performance is accomplished and will not be offset against any other amount due Authority as detailed in this Agreement.
- D. All payments hereunder, including Monthly Fees, will be paid in lawful money of the United States of America, free from all claims, demands, setoffs, or counterclaims of any kind.

#### 5.07 Misrepresentation

Company will not modify its accounting treatment or rename or redefine services or products that, under the terms of this Agreement, would be subject to the Monthly Fees.

### **ARTICLE 6: ACCOUNTING, RECORDS AND AUDIT**

#### 6.01 Books and Records

The acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Company will maintain, during the term of this Agreement and any renewal option, all books of account and records customarily used in this type of business operation reflecting its performance of its obligations under Article 5, in conformity with Generally Accepted Accounting Principles, and for such period of time thereafter as provided herein, unless otherwise approved by Authority. Company will maintain records and internal controls for five (5) years after expiration or termination of the Agreement. Accounting records of Company will be stored sequentially, or in such other manner as approved by Authority, to provide reasonable and expeditious access for audit purposes hereunder.

6.02 Annual Audit

Within ninety (90) calendar days after the end of the term, including any renewal option, Company will provide, at its sole cost and expense, an annual audit report (Annual Audit) of Company's Trips and the amounts paid to Authority as a Privilege Fee for the term prepared by an independent Certified Public Accountant (Auditor). The first such Annual Audit will cover the period of the Commencement Date through the following September 30th. If this initial period is less than ninety (90) calendar days, no Annual Audit will be required for the initial period. Each subsequent Annual Audit will cover the successive twelve (12) month period. The last such Annual Audit will include the last day of operations. A \$100.00 per calendar day penalty may be assessed by Authority for every day the Annual Audit is late.

Company shall, prior to conducting the required Annual Audit, disclose to the Authority the name of the Auditor that Company intends to use to conduct the Annual Audit. Authority may reject Company's Auditor if Authority concludes that the Auditor is not qualified to conduct the required Annual Audit. Authority shall provide Company with notice of such rejection within three (3) business days of Company's submission. If Company uses an Auditor that Authority has rejected, Authority reserves the right to challenge any findings or conclusions of the Annual Audit if it believes an error may have occurred. In such event, Authority may conduct its own audit at its sole expense under the provisions in Section 6.03, or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution of Authority of any dispute will be final.

There will be no limitation on the scope of the Annual Audit that would preclude the Auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Trips and Privilege Fees. The Annual Audit will include a Special Purpose Statement of Trips and Privilege Fees Due and Paid for each month of Company's operations in the Agreement year prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority. The Annual Audit will be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion on whether the Special Purpose Statement of Trips and Privilege Fees Due and Paid has been completely and accurately presented, calculated and reported according to the terms of this Agreement.

If Company has paid to Authority an amount greater than Company is required to pay as Privilege Fee for an Agreement year under the terms hereof, Company will be entitled to a credit which must be used against the next invoice. If Company has paid less than the amount required to be paid as Privilege Fee for an Agreement year, then Company will pay the difference to Authority within fifteen (15) calendar days from the date of invoice.

Delivery of an Annual Audit containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may be

amended from time to time or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants or any successor board or agency thereto, will be deemed a material breach of this Agreement.

6.03 Authority Right to Perform Audits, Inspections, or Attestations Engagements

Notwithstanding Company's requirement to submit an Annual Audit as set forth above, Authority, or its representative, will have the right, up to two (2) times during the term of this Agreement, including any renewal option, with fourteen (14) calendar days advance written notice, through the expiration of the Agreement, through its representatives, and at all reasonable times, to review all books and records of Company pertaining to Company's obligations under Article 5 of this Agreement and, where applicable, all individuals or other business entities who are party to this Agreement, including franchisee/licensee records and audits of all business transacted at the Airport, which includes all Prearranged Rides from the Airport by TNC Vehicles/TNC Drivers, to substantiate the accuracy of reported Monthly Fees and Company's compliance with Article 5 of this Agreement. This includes, but is not limited to, books of account, statements, documents, records, waybills, returns, papers, and files as they pertain to Article 5 of this Agreement. Such right of examination will include cooperation by Company personnel as reasonably considered necessary by Authority or its representatives to complete the engagement. There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported Trips and Privilege Fees. All such books and records will be kept for a minimum period of five (5) years after the close of each Fiscal Year ending September 30. Such audit will be at the sole expense of Authority.

Company will convey any and all books and records responsive to any audits required by this Article to the Authority via electronic means to be agreed upon by Company and Authority. Company will provide Authority representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the engagement. Company may redact any sensitive or confidential information in the documents that it provides to Authority that is not directly relevant to the subject engagement. Company will not charge Authority any cost of retrieving, downloading to storage media and/or printing of any records or transactions stored in magnetic, optical microform or other media. Company will provide all records and retrievals requested within fourteen (14) calendar days of initial request at start of the engagement and seven (7) calendar days for each subsequent request. The Parties recognize that Authority will incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15<sup>th</sup>) calendar day following the date of initial request at start of the engagement and the eighth (8<sup>th</sup>) calendar day following the date for each subsequent request. Accrual of such damages will continue until specific performance is accomplished.



If, as a result of any engagement, it is established that Company owes additional Monthly Fees or charges to Authority, Company will pay such additional Monthly Fees and/or charges to Authority and Authority may assess interest up to 10% on the amount due from the date the amount was initially due. If it is established that Company underreported Monthly Fees or charges by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Company. All payments will be due on the date stated within the transmittal letter accompanying the engagement results, but no less than fifteen (15) calendar days following issuance of said letter.

## **ARTICLE 7: DEFAULT AND TERMINATION**

### **7.01 Events of Default**

Company will be deemed to be in default of this Agreement upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any terms, conditions and covenants required herein.
- B. Being in arrears in the payment of the whole or any part of the rentals, fees and charges agreed upon hereunder for a period of ten (10) calendar days after notice of such default to Company.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, failure to perform any of the provisions of this Agreement or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) calendar days of receipt by Company of Authority written notice to cease said business or acts.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on agreements with public entities.

#### 7.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) calendar days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise the following options or remedies, the exercise of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with law, Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Declare this Agreement to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law. No act or thing done by Authority or Authority agents or employees during the term will be deemed an acceptance of the surrender of this Agreement, and no acceptance of surrender will be valid unless in writing.

#### 7.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement.

#### 7.04 Company's Remedies

Upon thirty (30) calendar days written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term,

provision, or covenant of this Agreement or in the payment of any fees or charges to Authority, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Agreement, such termination shall automatically be deemed a termination for convenience under Section 5.04, above.

## **ARTICLE 8: INDEMNIFICATION**

A. To maximum extent permitted by law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers any and all liabilities, suits, claims, expenses, losses, enforcement actions, costs, fines, and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), reckless, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule ordinance, order or permit;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, including TNC Drivers when on a Trip arranged via Company's

Digital Network or logged into Company's Digital Network and on Airport property, regardless of whether the liability, suit, claim, expense, loss, cost, fine, or damages is caused in part by an indemnified party.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, including TNC Drivers when on a Trip arranged via Company's Digital Network or logged into Company's Digital Network and on Airport property, regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to

the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Agreement, including TNC Drivers when on a Trip arranged via Company's Digital Network or logged into Company's Digital Network and on Airport property.

- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under the Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- H. If this Article or any part of this Article is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.
- I. This Article 8 will not apply to the extent any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee are caused in whole or in part by the negligence or willful misconduct of Authority, its members, officers, agents, employees, or volunteers.

## **ARTICLE 9: INSURANCE**

### **9.01 Insurance Terms and Conditions**

Company must maintain the following limits and coverages pursuant to Florida Statute Section 627.748 uninterrupted or amended through the term of this Agreement and any renewal option. In the event Company becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its

interests. Required liability policies will provide that the Authority, members of Authority's governing body, and Authority officers, volunteers, and employees are included as additional insureds via blanket endorsement.

9.02 Limits and Requirements

A. A TNC Driver or Company on behalf of the TNC Driver shall maintain primary automobile insurance that:

1. Recognizes that the TNC Driver is a TNC Driver or otherwise uses a vehicle to transport Riders for compensation; and
2. Covers the TNC Driver while the TNC Driver is logged on to the Digital Network of Company or while the TNC Driver is engaged in a Prearranged Ride.

B. The following automobile insurance requirements apply while a participating TNC Driver is logged on to Company's Digital Network but is not engaged in a Prearranged Ride:

1. Automobile insurance that provides:
  - a. Primary automobile liability coverage of at least \$50,000 for death and bodily injury per person, \$100,000 for death and bodily injury per incident, and \$25,000 for property damage;
  - b. Personal injury protection benefits that meet the minimum coverage amounts required under Florida Statute Sections 627.730-627.7405; and
  - c. Uninsured and underinsured vehicle coverage as required by Florida Statute Section 627.727.
2. The coverage requirements of this paragraph may be satisfied by any of the following:
  - a. Automobile insurance maintained by the TNC Driver;
  - b. Automobile insurance maintained by Company; or
  - c. A combination of (a) and (b).

C. The following automobile insurance requirements apply while a TNC Driver is engaged in a Prearranged Ride:

1. Automobile insurance that provides:
  - a. Primary automobile liability coverage of at least one million dollars (\$1,000,000) for death, bodily injury, and property damage;

- b. Personal injury protection benefits that meet the minimum coverage amounts required of a limousine under Florida Statute Sections 627.730-627.7405; and
  - c. Uninsured and underinsured vehicle coverage as required by Florida Statute Section 627.727.
  
- 2. The coverage requirements of this paragraph may be satisfied by any of the following:
  - a. Automobile insurance maintained by the TNC Driver;
  - b. Automobile insurance maintained by Company; or
  - c. A combination of (a) and (b).
  
- D. If the TNC Driver's insurance under (B) or (C) above has lapsed or does not provide the required coverage, the insurance maintained by Company must provide the coverage required under this Article, beginning with the first dollar of a claim, and Company will have the duty to defend such claim.
  
- E. Coverage under an automobile insurance policy maintained by Company must not be dependent on a personal automobile insurer first denying a claim, and a personal automobile insurance policy is not required to first deny a claim.
  
- F. Insurance required under this Article must be provided by an insurer authorized to do business in the State of Florida which is a member of the Florida Insurance Guaranty Association or an eligible surplus lines insurer that has a superior, excellent, exceptional, or equivalent financial strength rating by a rating agency acceptable to the Office of Insurance Regulation of the Financial Services Commission.
  
- G. Insurance satisfying the requirements under this Article is deemed to satisfy the financial responsibility requirement for a motor vehicle under Chapter 324, Florida Statutes, and the security required under Florida Statute Section 627.733 for any period when the TNC Driver is logged on to the Digital Network or engaged in a Prearranged Ride.
  
- H. A TNC Driver shall carry proof of coverage satisfying (B) and (C) above with him or her at all times during his or her use of a TNC Vehicle in connection with a Digital Network. In the event of an accident, a TNC Driver shall provide this insurance coverage information to any party directly involved in the accident or the party's designated representative, automobile insurers, and investigating police officers. Proof of financial responsibility may be presented through an electronic device, such as a digital phone application, under Florida Statute Section 316.646. Upon request, a TNC Driver shall also disclose to any party directly involved in the accident or the party's designated representative, automobile insurers, and investigating police officers whether he or she was logged onto a Digital Network or was engaged in a Prearranged Ride at the time of the accident.

9.03 Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, waives all rights against Authority, members of Authority's governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

**ARTICLE 10: SECURITY FOR PAYMENT**

10.01 Security Options

To secure payment for fees and charges required under this Agreement, Company will comply with either of the following two options prior to commencing operations hereunder and will maintain such security in effect during the term of this Agreement and any renewal option:

- A. Company will post with Authority a separate surety bond to be maintained throughout the term of this Agreement in an amount equal to the fees and charges payable to Authority hereunder for a period of three (3) months or five thousand dollars (\$5,000.00), whichever is greater. Such bond will be issued by a surety company acceptable to Authority and authorized to do business in the State of Florida and will be in a form and content satisfactory to Authority; or
- B. Company will deliver to Authority a separate irrevocable letter of credit drawn in favor of Authority upon a bank that is satisfactory to Authority and that is authorized to do business in the State of Florida. Said irrevocable letter of credit will be in an amount equal to the fees and charges payable to Authority hereunder for a period of three (3) months or five thousand dollars (\$5,000.00), whichever is greater.

If this Agreement is renewed and Company has submitted all required payments within the required timeframes during the term of this Agreement, the amount of the bond or irrevocable letter of credit required above will be reduced to an amount equal to the fees and charges payable to Authority hereunder for a period of two (2) months or five thousand dollars (\$5,000.00), whichever is greater.

- 10.02 In the event Company fails to perform the payment terms and conditions of this Agreement, Authority, in addition to any other rights and remedies available to Authority at law or in equity, may at any time apply the security or any part thereof toward the payment of Company's obligations under this Agreement. In such an event, within five (5) calendar days after notice, Company will restore the security to its original amount. Authority will not be required to pay Company any interest on the security.



### 10.03 Satisfactory Performance

Any release of liability of the surety bond or irrevocable letter of credit required pursuant to this Article will be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire term of this Agreement, including any renewal option, and will continue for one year thereafter. Notwithstanding the above, security will at all times be current. Upon termination of this Agreement, the release of liability of the surety bond or irrevocable letter of credit will not occur until Authority has accepted the findings of the audit in the Accounting, Records and Audit Article hereof, or successfully conducted an audit in accordance with the Accounting, Records and Audit Article hereof, and Company has paid Authority all amounts due and owing in full.

## **ARTICLE 11: COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES**

Company, its officers, employees, agents, subcontractors, or those under its control will at all times comply with applicable provisions of Section 627.748, Florida Statutes and all other applicable federal, state, and local laws and regulations, as amended, as well as all Airport Rules, Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority, including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government, including but not limited to, Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) days of written notice.

## **ARTICLE 12: NON-EXCLUSIVE RIGHTS**

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

## **ARTICLE 13: AMERICANS WITH DISABILITIES ACT**

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws,

ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

#### **ARTICLE 14: NON-DISCRIMINATION**

During the performance of this Agreement, Company, for itself, its assignees and successors in interest, agrees as follows:

14.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

14.02 Civil Rights. Company, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of

1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

14.03 In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 14.05 In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Agreement until Company complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 14.06 Company will include the provisions of Paragraphs 14.01 through 14.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto; provided, however, that these provisions shall not be required in contracts with TNC Drivers. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- 14.07 Company assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

#### **ARTICLE 15: ASSIGNMENT AND SUBCONTRACTING / SUBLEASING**

Company will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority which consent shall not be unreasonably withheld. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Agreement.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Agreement during the remainder of the term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

Company's agreements with TNC Drivers shall not be subject to this Article 15.

#### **ARTICLE 16: WAIVER OF CLAIMS**

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

#### **ARTICLE 17: VENUE**

Venue for any action brought pursuant to this Agreement will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

#### **ARTICLE 18: COMPLIANCE WITH PUBLIC RECORDS LAW**

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, [ADMCENTRALRECORDS@TAMPAAIRPORT.COM](mailto:ADMCENTRALRECORDS@TAMPAAIRPORT.COM), HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA, FL 33622.**

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the services contemplated in this Agreement.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the services. Company shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of records, in a format that is compatible with the information technology systems of Authority.

Upon receipt of a public records request for records relating to Company, Authority will email a copy of such request to Company at [permits@wingz.com](mailto:permits@wingz.com). If Company does not object in writing within five (5) business days, Company will have waived any objection and Authority may release the requested records as public records without liability. If Company objects, but Authority determines nonetheless that it must disclose such records in accordance with Florida Public Records laws, Authority will provide Company with written notice five (5) business days prior to the proposed disclosure.

In the event of any litigation brought by Company to enjoin the release of any records relating to Company, Authority agrees that it will allow the court to decide whether release is proper based upon the showings presented by Company and the requester. In addition to any indemnification obligations set forth elsewhere in this Agreement, Company shall intervene in the suit and indemnify Authority from and against any and all claims, actions, suits, demands, damages, obligations, liabilities, losses, judgements, costs and expenses including but not limited to attorneys' fees and expenses, court costs and all other costs incurred in litigation, settlement negotiation, trial, appeal or otherwise, arising out of or related to an action against Authority related to the release of Company records pursuant to a public records request. Should Authority choose to engage its own counsel to represent it in such a suit, Authority will be responsible for any attorneys' fees, costs and expenses incurred by such counsel in the suit.

#### **ARTICLE 19: DATA SECURITY**

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of performing under this Agreement. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of this Agreement by such personnel.

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

For purposes of this Article, "Authority data" or "third party data" shall mean any technical or business information disclosed to Company in connection with this Agreement. These terms do not include any information that: (i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of Company; (ii) was known by Company prior to receiving such information from Authority or third party and without restriction as to use or disclosure; (iii) is rightfully acquired by Company from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; (iv) is independently developed by Company without use of or reference to any confidential information of Authority or third party; or (v) is obtained pursuant to order of court or pertinent statute, including but not limited to the Florida Public Records Act.

#### **ARTICLE 20: AGENT FOR SERVICE OF PROCESS**

Company must designate and maintain a resident agent for service of process in the State of Florida. It is further expressly agreed, covenanted, and stipulated that if Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process, by the registered mailing of any Complaint and process to Company at the address set out hereinafter in this Agreement and that such service will constitute valid service upon Company as of the date of mailing and Company will have 30 calendar days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the court, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

#### **ARTICLE 21: INVALIDITY OF CLAUSES**

The invalidity of any part, portion, Article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, sentence, Article, paragraph, provision, or clause of this Agreement, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

#### **ARTICLE 22: NOTICES AND COMMUNICATIONS**

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

**TO AUTHORITY:**

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
P.O. BOX 22287  
TAMPA, FLORIDA 33622-2287  
ATTN: CHIEF EXECUTIVE OFFICER

**OR**

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
4160 GEORGE J. BEAN PKWY  
SUITE 2400, ADMINISTRATION BUILDING  
TAMPA, FLORIDA 33607-1470  
ATTN: CHIEF EXECUTIVE OFFICER

**TO COMPANY:**

(MAIL DELIVERY)

WINGZ, INC.  
795 FOLSOM ST.  
SUITE 100  
SAN FRANCISCO, CALIFORNIA 94107  
ATTN: LEGAL AND COMPLIANCE MANAGER

**OR**

(HAND DELIVERY)

WINGZ, INC.  
795 FOLSOM ST.  
SUITE 100  
SAN FRANCISCO, CALIFORNIA 94107  
ATTN: LEGAL AND COMPLIANCE MANAGER

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

**ARTICLE 23: HEADINGS**

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

**ARTICLE 24: RELATIONSHIP OF THE PARTIES**

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

**ARTICLE 25: MISCELLANEOUS**

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include all genders.

**ARTICLE 26: AUTHORITY APPROVALS**

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that Authority Chief



Executive Officer or designee is hereby empowered to act on behalf of Authority.

#### **ARTICLE 27: CONTRACT MADE IN FLORIDA**

This Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Agreement are expressly set forth herein and this Agreement can only be amended in writing and agreed to by both Parties.

#### **ARTICLE 28: SUBORDINATION OF AGREEMENT**

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

#### **ARTICLE 29: SUBORDINATION TO TRUST AGREEMENT**

This Agreement and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Agreement and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

#### **ARTICLE 30: SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Agreement which are severable shall be unaffected.

#### **ARTICLE 31: RIGHT TO AMEND**

In the event that the United States Government including, but not limited to, the FAA and TSA, or their successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

**ARTICLE 32: ORGANIZATION AND AUTHORITY TO ENTER INTO AGREEMENT**

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities.

**ARTICLE 33: TIME IS OF THE ESSENCE**

Time is of the essence of this Agreement.

**ARTICLE 34: COMPLETE AGREEMENT**

This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_ day of \_\_\_\_\_, 2017.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST: \_\_\_\_\_

Victor D. Crist, Secretary

BY: \_\_\_\_\_

Robert I. Watkins, Chairman

Address: PO Box 22287  
Tampa, FL 33622

Address: PO Box 22287  
Tampa, FL 33622

**LEGAL FORM APPROVED:**

WITNESS: \_\_\_\_\_

Signature

BY: \_\_\_\_\_

David Scott Knight, Assistant General Counsel

\_\_\_\_\_  
Printed Name

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors and Victor D. Crist, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Notary Commission Expires (if not on stamp or seal)

Signed in the Presence of:

BY:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Address

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_ in the capacity of \_\_\_\_\_  
(Individual's Name) (Individual's Title)

at \_\_\_\_\_, a corporation, on its behalf \_\_\_\_\_  
(Company Name) (He is / She is)

\_\_\_\_\_ known to me and has produced \_\_\_\_\_  
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Notary Commission Expires (if not on stamp or seal)

**EXHIBIT A  
MONTHLY PER-TRIP FEE STATEMENT**

**TAMPA INTERNATIONAL AIRPORT  
TRANSPORTATION NETWORK COMPANY**

**NOTE: This form is due by the 15<sup>TH</sup> day of the month following the reporting month.**

Company: \_\_\_\_\_

Month: \_\_\_\_\_ Year \_\_\_\_\_

Day	Number of Trips
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
Total Number of Trips	
Per-Trip Fee @\$3.00 X # of Trips	\$
Versus 1/12 of the MAPF	\$
<b>TOTAL AMOUNT DUE WITH THIS REPORT</b>	<b>\$</b>

I hereby certify, to the best of my knowledge, that the above reported amounts are true, correct, and completely in accordance with Article 5.06, and I am an officer of the Company or I am certified by the Company to submit this Monthly Per-Trip Fee Statement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature, if officer of Company

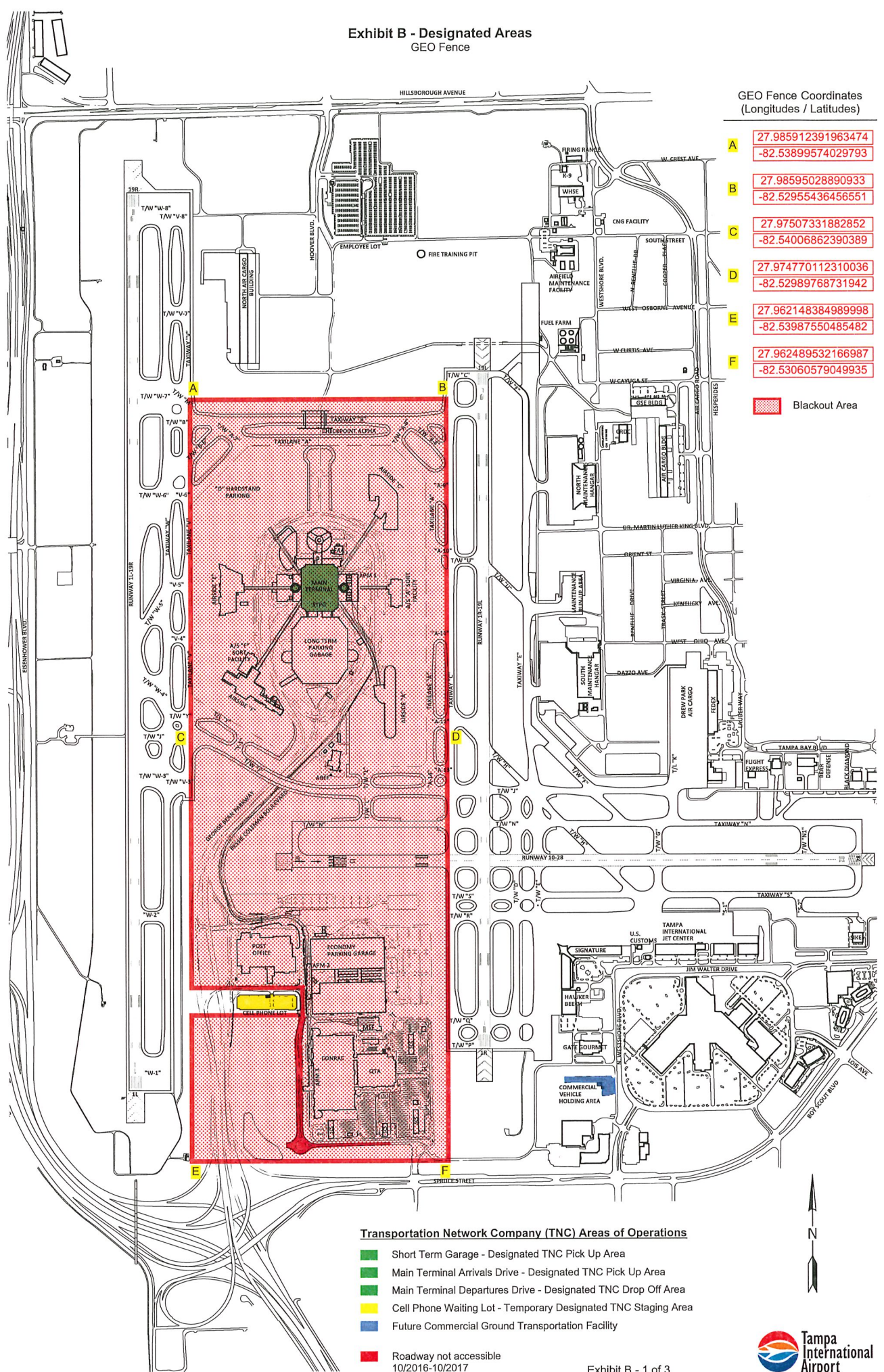
\_\_\_\_\_  
Date

Exhibit B - Designated Areas  
GEO Fence

GEO Fence Coordinates  
(Longitudes / Latitudes)

A	27.985912391963474 -82.53899574029793
B	27.98595028890933 -82.52955436456551
C	27.97507331882852 -82.54006862390389
D	27.974770112310036 -82.52989768731942
E	27.962148384989988 -82.53987550485482
F	27.962489532166987 -82.53060579049935

 Blackout Area



**Transportation Network Company (TNC) Areas of Operations**





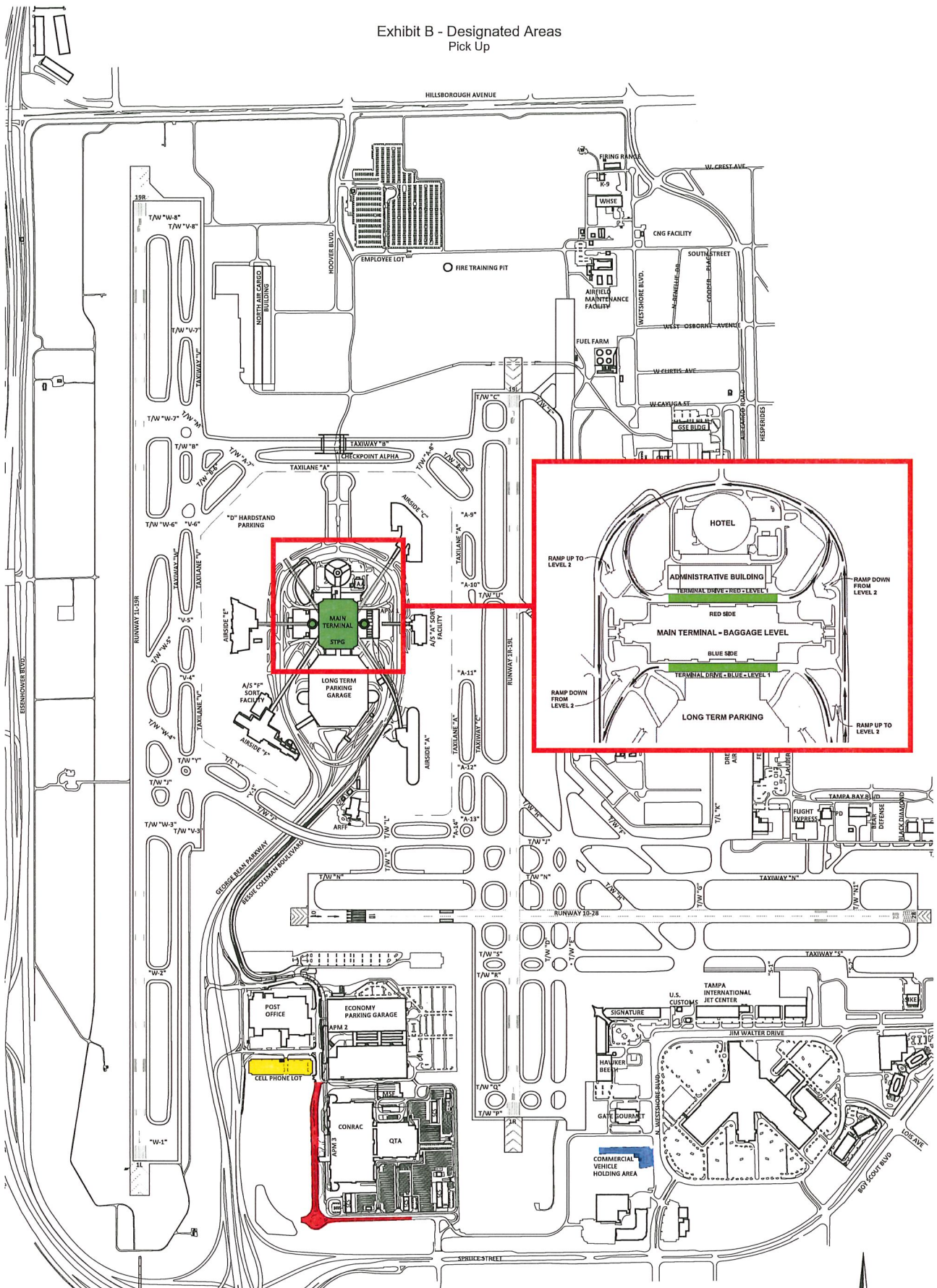
-  Short Term Garage - Designated TNC Pick Up Area
-  Main Terminal Arrivals Drive - Designated TNC Pick Up Area
-  Main Terminal Departures Drive - Designated TNC Drop Off Area
-  Cell Phone Waiting Lot - Temporary Designated TNC Staging Area
-  Future Commercial Ground Transportation Facility
-  Roadway not accessible  
10/2016-10/2017



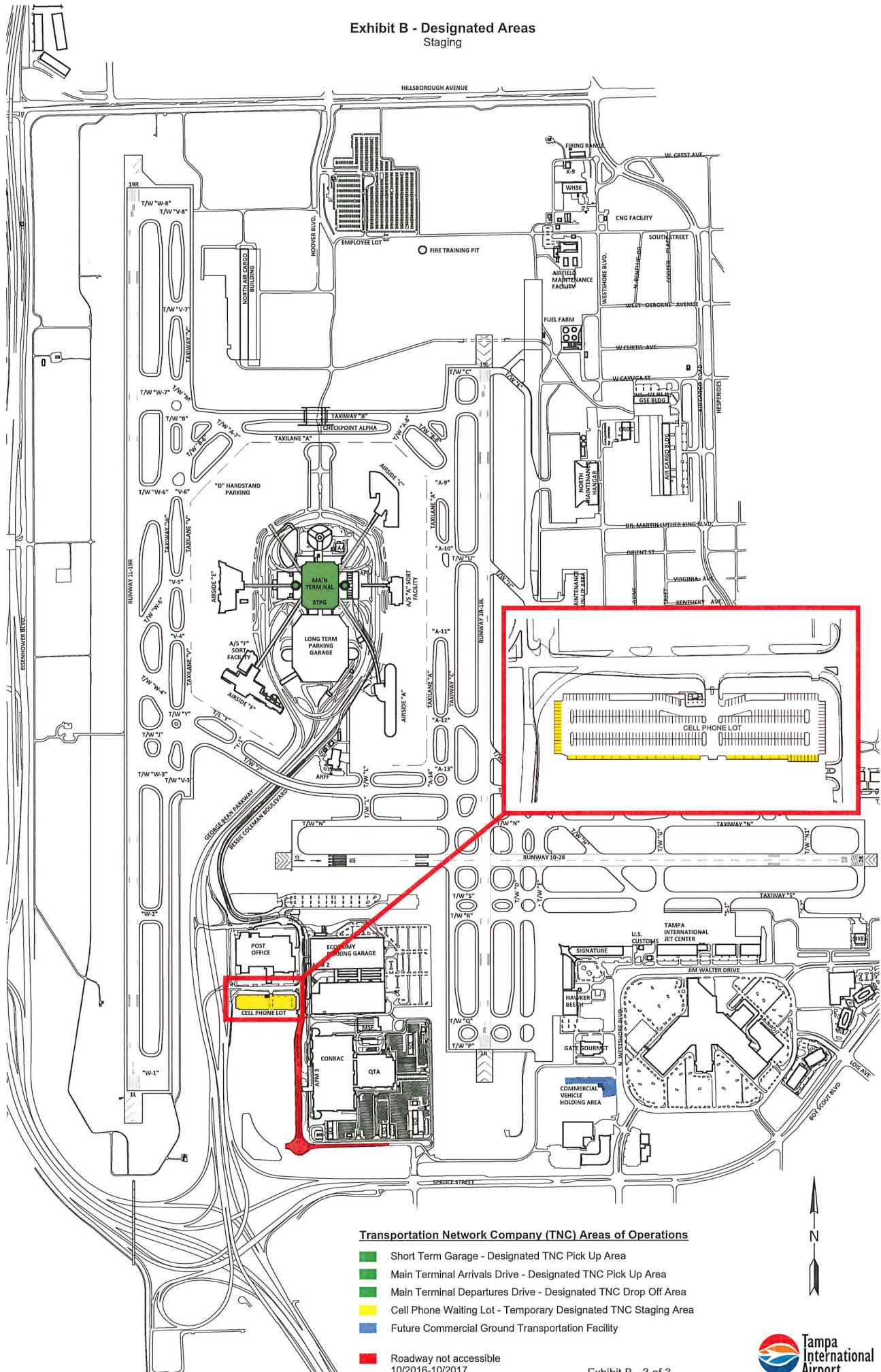
Exhibit B - Designated Areas  
Pick Up



**Transportation Network Company (TNC) Areas of Operations**

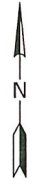
- Short Term Garage - Designated TNC Pick Up Area
- Main Terminal Arrivals Drive - Designated TNC Pick Up Area
- Main Terminal Departures Drive - Designated TNC Drop Off Area
- Cell Phone Waiting Lot - Temporary Designated TNC Staging Area
- Future Commercial Ground Transportation Facility
- Roadway not accessible  
10/2016-10/2017

Exhibit B - Designated Areas  
Staging



**Transportation Network Company (TNC) Areas of Operations**

- Short Term Garage - Designated TNC Pick Up Area
- Main Terminal Arrivals Drive - Designated TNC Pick Up Area
- Main Terminal Departures Drive - Designated TNC Drop Off Area
- Cell Phone Waiting Lot - Temporary Designated TNC Staging Area
- Future Commercial Ground Transportation Facility
- Roadway not accessible  
10/2016-10/2017





## EXHIBIT C SAMPLE DATA INTERFACE REQUIREMENTS

### Overview

The purpose of the data interface functionality is to provide Authority the means for any TNC to send an entry, exit, pick up, and drop-off event to the Airport's Ground Transportation Management System when a TNC Vehicle enters Airport property. This data is then recorded with all other ground transportation data allowing the Authority to monitor, charge, report, and audit information as necessary.

### Description

Geo-Fence Identifier (geofence\_id) maps to a particular Geo-Fence at a particular facility.  
Transaction Type (txn\_type - see below) maps to a Read Point.  
TNC Identifier (tnc\_id) maps to an Account.

A message received for a TNC Driver that does not exist in the system causes a new record to be created using the uid value for the Traveler Reference Number and license plate value for the Vehicle ID.

### Customer Specific Data

Several values are assigned at the time of implementation. These include:

- a. URL
- b. tnc\_id
- c. username and password
- d. geofence\_id

### Implementation

The data exchange is accomplished using an HTTP/HTTPS POST message which contains a JSON data packet. The HTTP result codes are listed below. A response other than 200 indicates that the message was not received and should be resent.

#### **Message Details**

The HTTP/HTTPS request body is defined as follows.

#### **Sample JSON Data Packet**

```
{"uid": "62268341a", "timestamp": "2015-03-24T16:29:29Z", "lon": -  
122.39938, "license_plate": "7EOY869", "ride_count": 1, "tnc_id": 32513,  
"lat": 37.6327, "txn_type": "ENTRY", "geofence_id": "ABC123"}
```

#### **Sample Request Header**

```
POST / HTTPS/1.1  
Content-Type: application/json  
Authorization: Basic QWxhZGRpbjpvGcVuIHhlc2FtZQ==  
Content-Length: 208
```

#### **Authentication**

The username and password contained in the request header follow the HTTP standards of the two values separated by a colon and Base64 encoded.

**EXHIBIT C**  
**SAMPLE DATA INTERFACE REQUIREMENTS**

**JSON Message Fields**

**uid**

Driver Id

Driver Id is the unique identifier for a Driver.

Format: String (alphanumeric (A-Za-z0-9) and dash/hyphen (-))

**Example Value:** 3c22a7453

**tnc\_id**

The assigned number for the TNC.

Format: Integer

**Example Value:** 32123

**license\_plate**

Vehicle license plate value. Cannot be blank.

Format: String (alphanumeric (A-Za-z0-9), dash, and asterisk)

**Example Value:** 7ABC529

**timestamp**

The time the event occurred.

Format: ISO 8601 Date and Time in UTC using a 24 hour clock,  
[YYYY]-[MM]-[DD]T[hh]:[mm]:[ss]Z

**Example Value:** 2015-02-06T14:58:27Z

**txn\_type**

The type of event specific to the Geo-Fence that is referenced in this message.

Format: String

Possible Values: 'ENTRY', 'EXIT', 'PICK-UP', 'DROP-OFF'

**ride\_count**

Indicates whether a passenger is in the vehicle (1) or not in the vehicle (0).

Format: Integer

Possible Values: 0 or 1

**lon**

The longitude coordinate of the event.

Format: World Geodetic System 1984 (WGS84)

**Example Value:** -122.4129622

**EXHIBIT C**  
**SAMPLE DATA INTERFACE REQUIREMENTS**

**lat**

The latitude coordinate of the event.

Format: World Geodetic System 1984 (WGS84)

Example Value: 37.7603668

**geofence\_id**

A unique identifier for each Geo-Fence at Tampa International Airport (for *example*, Tampa Airport TNC Staging area, Tampa Airport Main Terminal Arrivals, Tampa Airport Main Terminal Departures, etc.). The value identifying the Geo-Fence will be agreed upon at time of implementation.

Format: String (alphanumeric – A-Za-z0-9) Example

Value: 3c22a7453

**Response**

**HTTP 200:** Returned for a valid message that was successfully processed.

**HTTP 401:** Returned for a message with an incorrect username/password.

**HTTP 400:** Returned for a failed message. Either not received or there was a processing error.

**All messages that do not receive an HTTP 200 should be buffered (error corrected, if necessary) and transmission retried until an HTTP 200 is received.**