

HILLSBOROUGH COUNTY
AVIATION AUTHORITY

USE AND PERMIT AGREEMENT FOR
PEER-TO-PEER VEHICLE SHARING CONCESSION

AT

TAMPA INTERNATIONAL AIRPORT

COMPANY: TURO, INC.

Term Date: December 4, 2025 to September 30, 2028

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**HILLSBOROUGH COUNTY AVIATION AUTHORITY
USE AND PERMIT AGREEMENT FOR
PEER-TO-PEER VEHICLE SHARING CONCESSION**

This Use and Permit Agreement for Peer-to-Peer Vehicle Sharing Concession (“Agreement”) is made and entered into this 4th day of December, 2025 by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida (“Authority”), and TURO, INC., a corporation organized and existing under the laws of the State of Delaware (“Company”) (hereinafter individually and collectively referred to as the “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 into 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 2022-252, Laws of Florida; 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’s 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 Airport or aviation facilities under Authority jurisdiction; and

WHEREAS, Company owns and operates a Peer-to-Peer Vehicle Sharing business that uses its application platform to connect Owners with Airport Customers via a Reservation in advance of arriving at the Airport.

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 stated herein, and in further consideration of the business benefits received by Company, and other good and valuable considerations, Authority agrees to allow Company to operate a Peer-to-Peer Vehicle Sharing Concession that allows Owners to deliver Vehicles to Airport Customers on Airport Property at the Airport or pick up and drop off Airport Customers

on Airport Property at the Airport, and to issue a permit to Company reflecting this agreement. 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 Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives shall be applicable to this Agreement. For the purpose of this Agreement, the following words and terms used herein are defined as follows:

2.01 Agreement Year

(a) with respect to the first year of this Agreement, the period commencing on January 1, 2026 and continuing through September 30, 2026. (b) with respect to subsequent years of this Agreement, each consecutive twelve-month period thereafter.

2.02 Airport Customer

Any person who makes a Reservation for Peer-to-Peer Vehicle Sharing through Company's website, mobile application, or other platform for pick up or drop off on Airport Property.

2.03 Airport Property

The land upon which operational, business, or other aviation activities occur at Airport, as depicted on Exhibit A, Airport Property

2.04 Authority Data

All data, including any drawings, specifications, reports, Authority Confidential Information, and any other information provided by Authority to Company, otherwise received by Company, or generated by Authority or Company for purposes relating to this Agreement, including related metadata.

2.05 Board

The Hillsborough County Aviation Authority Board of Directors.

2.06 Cardholder Data

Data that meets the definition of "Cardholder Data" in the most recent version of the Payment Card Industry's (PCI) Data Security Standard.

2.07 CEO

The Hillsborough County Aviation Authority Chief Executive Officer or designee.

- 2.08 CJIS
Criminal Justice Information Services.
- 2.09 Commencement Date
January 1, 2026.
- 2.10 Confidential Information
Includes all scientific, technical, financial, business and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, intellectual property, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings.
- 2.11 Day(s)
Unless otherwise stated, Days means calendar days.
- 2.12 Designated Areas
The areas where an Owner or Airport Customer may pick up or drop off the Vehicle(s) on Airport Property as further described in Section 4.14 below.
- 2.13 Economy Parking Garage
The public parking building with a maximum height restriction of eight (8) feet in the South Terminal Support Area designated by Authority, which may be used by the Company or Owner to pick up or drop off Airport Customers, as depicted on Exhibit D, Designated Areas.
- 2.14 FAA
The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- 2.15 Information Technology (IT) Systems
Hardware, software, networks, data centers, and facilities that support the delivery of IT services and enable the operation of an organization's information systems.
- 2.16 Owner
An individual or company that owns, leases, or otherwise has control over a Vehicle and uses Company's website, mobile application, or other platform to share the Owner's Vehicle with Airport Customers.
- 2.17 Peer-to-Peer Vehicle Sharing
An arms-length, remote, web-based, or mobile transaction where an Owner allows a third party to use the Owner's Vehicle(s) for a fee. This includes, but is not limited to, Reservations made through Company's website, mobile application, or another platform that connects Vehicle Owners with Airport Customers seeking to reserve the Vehicle(s),

with the Vehicle(s) being dropped off on Airport Property or the Owner picking up the Vehicle(s) on Airport Property.

2.18 Peer-to-Peer Vehicle Sharing Concession

Providing Peer-to-Peer Vehicle Sharing to Airport Customers via a Reservation.

2.19 Personally Identifiable Information (PII)

Personal data or information that relates to a specific, identifiable, individual person, including Authority personnel. For the avoidance of doubt, PII includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) CJIS; (d) protected health information; (e) biometric information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as PII under the breach notification laws of the fifty States.

2.20 Reservation

An online electronic reservation completed for an Airport Customer in Company's Peer-to-Peer Vehicle Sharing website, mobile application, or other platform that initiates a reservation for a Vehicle between an Owner and an Airport Customer where the Owner either picks up or drops off the Vehicle on Airport Property.

2.21 Sensitive Security Information (SSI)

Information that, if publicly released, would be detrimental to the security of the Airport or business operations of the Authority and its suppliers, including, but not limited to, documents, maps, or drawings of the Airport which includes secure Airport locations, social security numbers, account numbers, driver's license numbers, trade secret information, system security information, transportation infrastructure, security training materials, security screen information, and security measures.

2.22 South Terminal Support Area

The area located south of the Main Terminal that serves as the gateway to the Airport and consists of the cell phone lot, Economy Parking Garage and local roadways as depicted on Exhibit D, Designated Areas.

2.23 Trip

Each time Peer-to-Peer Vehicle Sharing occurs between an Owner and an Airport Customer on Airport Property.

2.24 TSA

The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

2.25 Vehicle

A motor vehicle with a maximum height of eight (8) feet including, but not limited to, cars, vans, minivans, SUVs, trucks, pickup trucks, auto-cycles, or motorcycles, that an Owner shares with an Airport Customer through a Reservation.

ARTICLE 3: TERM

3.01 Commencement Date

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

3.02 Term

This Agreement will commence on January 1, 2026 and will continue through September 30, 2028 (“Initial Term”), unless terminated earlier as provided herein or extended as provided in the Subsection entitled Renewal Option (such Initial Term, plus any such Renewal Term, referred to as (“Term”)).

3.03 Renewal Option

If Company is not in default of any terms and conditions of this Agreement, this Agreement may be renewed at the same terms and conditions hereunder for one (1), one (1)-year period (“Renewal Term”) at the discretion of the Authority Chief Executive Officer. Such renewal will be effective by written letter to Company from 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, 2029.

3.04 Commencement of Rents, Fees and Other Charges

The rents, fees, and other charges due hereunder will commence on the Commencement Date and will continue throughout the Term of this Agreement unless this Agreement is terminated earlier as provided for herein.

3.05 Termination

This Agreement may be terminated by Authority, with or without cause, upon thirty (30) Days’ written notice to Company. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any rents, fees, or other charges to Authority, upon thirty (30) Days’ written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) Days from the date of the notice or such date set forth in the notice of termination if greater than thirty (30) Days.

ARTICLE 4: USES, PRIVILEGES, AND RESTRICTIONS

4.01 Authorization

Company is authorized to operate a Peer-to-Peer Vehicle Sharing Concession under the trade name Turo to enable Owners to deliver Vehicles to Airport Customers on Airport Property or pick up Vehicles on Airport Property. Company will inform Owners of the

terms and conditions of this Agreement and ensure Owners operate on public roadways and in Authority Designated Areas on Airport Property to pick up or drop off Owner's Vehicle(s) or Airport Customers all in accordance with Authority Rules and Regulations, Policies, Standard Procedures and Operating Directives. 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.

4.02 Company Website

Company agrees that within 30 Days of the Commencement Date of this Agreement, Company will update its website and communications, in conjunction with Authority, to include details surrounding the Designated Areas and Permitted Uses approved by the Authority.

4.03 Permitted Uses

Company and Owners 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 on Airport Property not expressly authorized by this Agreement unless otherwise approved in writing by Authority.

4.04 Owner Requirements

- A. Company must conduct its trust and safety screenings on all of the Owners that will engage in Peer-to-Peer Vehicle Sharing on Airport Property. If an Owner is flagged for potential fraudulent or criminal activity, then Company's trust and safety team will perform a criminal background search and public records search and lock down the Owner's account until the Owner clears the background check.
- B. Company will evaluate the safety of vehicles used by Owners by checking VINs for safety recalls and determining whether the title is branded.

4.05 Representative of Company

Prior to execution of this Agreement, 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. Company will notify Authority, in writing, if such person changes or if such person's required 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

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

4.07 Owner Vehicle Use

Company agrees that it will at all times require that Owners comply with all Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives. Authority, in its sole discretion, may temporarily or permanently suspend an Owner from Airport Property for violations of Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives, provided Company is afforded ten (10) Days to cure any such violation(s). Owners may only offer for use the vehicle types listed in Section 2.25 above, unless approved in writing by the Authority prior to a Reservation.

4.08 Vehicle Condition

Vehicles will be clean and neat in appearance, and safe for operation. Company agrees that it will require Owners to comply with Florida motor vehicle laws, by Company policy.

4.09 Vehicle Inspection

Vehicles operating under this Agreement may be subject at any time to inspection by Authority staff or law enforcement officers as to passenger access, registration, Owner's license, license tag, insurance, and other matters pertaining to the legal, efficient and safe operation of the Owner and Vehicle on Airport Property.

4.10 Identification of Vehicle

Vehicles will not be painted or display signage that is meant to advertise or solicit business at the Airport or on Airport Property.

4.11 Disputes and Solicitation

Company and Owners will operate on Airport Property in a safe and orderly fashion. Other than picking up or dropping-off Vehicles, Owners shall not solicit business while at the Airport or on Airport Property in any way or fashion whatsoever. Owners also shall not engage in open or public disputes or conflicts on Airport Property that are incompatible with the best interests of the public. Should Authority be made aware of any Owner(s) 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 Owner(s). Company shall at all times be responsible for taking action against subject Owner(s) by the end of the business day following notice being provided by Authority, irrespective of whether the Owner is an employee, independent contractor, licensee, subcontractor, or sublessee, or has any arrangement whereby the Owner is authorized by Company to share its Vehicle(s) via Company's Reservation platform 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 on Airport Property 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 or Airport Property relative to other commercial ground transportation users of the Airport.

4.13 Agreement Limitations

This Agreement authorizes Company to operate a Peer-to-Peer Vehicle Sharing Concession that allows Owners to deliver Vehicles to Airport Customers on Airport Property. Company will not operate an office or conduct any other kind of business on the Airport or on Airport Property without written approval of Authority.

4.14 Designated Areas

Authority grants to Company the right to allow Owners to use the Designated Areas as shown on Exhibit D, which is attached hereto and incorporated herein, to pick up or drop off Vehicles or Airport Customers. Any revisions to Exhibit D will be made by letter from Authority Vice President of Concessions and Commercial Parking, or designee, to Company without the need for formal amendment to this Agreement. Company's rights to use the Designated Areas will be on a non-exclusive basis at all times. Owners and Airport Customers will (a) use the Economy Parking Garage in the same manner as any other customer of the Airport and will drop off and pick up Vehicles in the Economy Parking Garage and be responsible for any applicable parking fees, or (b) conduct in-person hand to hand Vehicle drop off and pick up at the Rental Car Center (RCC) curbside for immediate transactions. Authority, in its sole discretion, may change the location, size, or configuration of Designated Areas at any time so long as Owners and Airport Customers still have access to a comparable parking garage, and Owners will still have access to deliver Vehicles at a location equivalent to the RCC curbside for immediate transactions.

4.15 Designated Areas Compliance

Within twenty eight (28) Days of Authority's receipt of Company's Monthly Reservation Information, Authority may provide Company a list of Owners' Vehicle license plate numbers which were found outside of the Designated Areas, the dates and times in which they were found outside of the Designated Areas, and any other information, if available, as requested by Company to complete investigations. Upon Company's receipt of such information from Authority, Company will investigate the reported violations of the Permitted Uses or the Designated Areas and Company will confirm or provide objections to such violations to Authority within twenty-eight (28) Days of receipt of such information. If the Company does not provide written objection to reported violations within the required twenty-eight (28) Days, the violations will be deemed as valid. After the above-referenced twenty-eight (28) Days have elapsed, Authority will issue to Company a final list of confirmed violations along with an invoice for the total amount of fines owed. Company will pay all monetary fines owed with fifteen (15) Days of the date of invoice from Authority.

The Authority has final determination in assessing violations in accordance with the terms and conditions of this Agreement.

4.16 Rights of Ingress and Egress

Owners will have the non-exclusive rights of ingress and egress to Airport Property as depicted of Exhibit A, 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 use Designated Areas to pickup and drop-off Owner Vehicle or Airport Customer, and other areas that may be 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, Policies, Standard Procedures, and Operating Directives 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, and Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives.

4.19 Reserved

4.20 Prohibited Activities

Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by Owners in connection with the Peer-to-Peer Vehicle Sharing Concession:

- A. Any method used to circumvent Company's website, mobile application, or other platform;
- B. Allowing operation of an Owner's Vehicle on Airport roadways by an unauthorized person;
- C. Transporting an Airport Customer(s) in an unauthorized Vehicle;
- D. Picking up or dropping-off Vehicle(s) or Airport Customer(s), or their baggage, at any location other than the Designated Areas;
- E. Failing to provide information, or providing false information, to police officers or Authority officials;

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

If an Owner takes any of the prohibited activities listed in Section 4.20 above, Company will take the following actions:

- (i) 1st Offense: Company will give written warning to Owner. Owner will pay Company a monetary fine of \$200 for each of Owner's Vehicles found to be operating outside the Designated Areas. Company will pay such \$200 fine to Authority with fifteen (15) Days of the date of invoice from Authority.
- (ii) 2nd Offense: Company will give second written warning to Owner which Owner will be required to acknowledge in writing. Owner will pay Company a monetary fine of \$300 for each of Owner's Vehicles found to be operating outside the Designated Areas. Company will pay such \$300 fine to Authority with fifteen (15) Days of the date of invoice from Authority.

- (iii) 3rd Offense: Owner and all Owner's Vehicles will be restricted by Company from operating on Airport Property.
- (iv) Any Owners who receive a 3rd offense and are found to still be operating on Airport Property will pay Company a monetary fine of \$400, which Company will pay to Authority within fifteen (15) Days from the date of invoice. Any such instance(s) may also be deemed an Event of Default under this Agreement.

If an offense involves an Owner's Vehicle being in a parking garage outside the Designated Areas for ten (10) minutes or less in duration, no violation or monetary fine will be issued. Vehicles that utilize the Designated Areas at the beginning and end of a Reservation but have an entrance or exit from a parking garage outside the Designated Areas which occurs after the start time of a Reservation and prior to the end time of a Reservation will not receive notice of an offense.

If an offense occurs where, upon investigation by Authority, it is found that Airport Customer returned the Vehicle to a parking garage other than the Economy Parking Garage, and Company provides Authority written documentation acceptable to Authority whereby Owner instructed Airport Customer to use the Economy Parking Garage, no offense will be found. In such instance, Company agrees to pay to Authority a \$75 fine within fifteen (15) Days of receipt of invoice.

Each October 1st, Owner(s) and Owner(s)' Vehicles that have been previously restricted from operating on Airport Property may resume operating on Airport Property. Additionally, all previous offenses for all Owners will be expunged. Offenses and restrictions will restart as provided for in Section 4.20(S) above.

ARTICLE 5: FEES AND PAYMENTS

5.01 Consideration

In consideration of the rights granted herein to allow Company to operate a Peer-to-Peer Vehicle Sharing Concession that allows Owners to deliver Vehicles to Airport Customers or pick up Airport Customers on Airport Property, beginning on the Commencement Date and continuing through the end of the Term of this Agreement, and any extension thereof, Company will pay to Authority a Privilege Fee as described in Section 5.02 below.

5.02 Privilege Fee

As compensation for the privileges granted by this Agreement, Company agrees to pay Authority a Privilege Fee in an amount equal to eight and three quarters percent (8.75%) of Company's Gross Receipts, as defined in Section 5.08 below, derived from Peer-to-Peer Vehicle Sharing Concession.

5.03 Reserved

5.04 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 fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

5.05 Delinquent Charges or Fees

Without waiving any other right or action available to Authority, in the event of Company's failure to pay charges or fees due hereunder, and in the event Company is delinquent in paying to Authority any such charges or fees for seven (7) Days after the Monthly Gross Receipts Statement is due, a sample of which is attached hereto as Exhibit B and by this reference made a part hereof, Authority reserves the right to charge Company a late fee of \$250 per Day until such payments are received. Any revisions to Exhibit B will be made by letter from Authority Vice President of Concessions and Commercial Parking, or designee, to Company without the need for formal amendment to this Agreement.

5.06 Form of Payment

Company will submit all payments of Privilege Fee and all other fees and charges due under this Agreement by Automated Clearing House electronic transfers. All payments due under this Agreement shall be paid in lawful money of the United States of America. Authority may accept payment without prejudice to its right to recover the balance of said amount due and to pursue any other remedies in this Agreement or otherwise.

5.07 Place of Payments

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

5.08 Definition of Company's Gross Receipts

A. Amounts to be Included

As used herein, the term "Gross Receipts" will mean the total amount actually charged by Company to its Airport Customers in connection with its Peer-to-Peer Vehicle Sharing Concession, and any additional services or accessories contracted, delivered, or rented, as shown in the Reservation, regardless of where, how (cash, credit, or barter) or by whom the payment is made or where the Vehicle is returned. Such revenues shall be included in Gross Receipts. Revenues derived from sources similar but not identical to those described herein will also be included in Gross Receipts unless expressly excluded by this Agreement.

1. Gross Receipts will include, but are not limited to, the following charges or fees for Peer-to-Peer Vehicle Sharing Concession: insurance (protection), pre-paid

mileage overages, additional bookings (hours or days), pick up or delivery, pre-paid cleaning, fuel (examples: EV fees, pre-paid fueling), young driver, pets, administrative, commercial hosting, extras (examples: camping tent, child car safety seat, travel accessories or conveniences, global positioning system navigation devices, guaranteed reservations), any amount charged by Owner or Company as a pass-through fee to Airport Customers, service charges, and all other transactions and charges of any nature, including fees, surcharges, and all other charges arising from Company's Peer-to-Peer Vehicle Sharing Concession under this Agreement unless expressly excluded by this Agreement.

2. Company acknowledges that the Privilege Fee is a fee payable by Company to the Authority under this Agreement for Company's privilege to operate its Peer-to-Peer Vehicle Sharing Concession on Airport Property and is not a fee imposed by the Authority upon Company's Airport Customers. The Authority does not require, but will not prohibit, a separate statement of and charge for the Privilege Fee on Airport Customer use agreements (such separate charge being referred to herein as the "Concession Recovery Fee"), provided that such Concession Recovery 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 Commencement Date of this Agreement, or as such laws may hereafter be amended; (b) it is titled "Concession Recovery Fee", "Concession Recoupment Fee", or such other name as is first approved by the Authority in writing; (c) it must be shown separately on the Airport Customer use agreement and apart from other Company charges (i.e. "below the tax line"); (d) as stated on the Airport Customer use agreement and as charged to the Airport Customer, it will be no more than eight and three quarter percent (8.75%) of Gross Receipts (and will not be included in Gross Receipts for purposes of calculation of the Concession Recovery Fee); (e) Company will neither identify, treat, or refer to it as a tax or levy, nor state or imply that the Authority is requiring the pass-through or collection thereof; and (f) Company will not pass through, unbundle, or list any fees (other than a Concession Recovery Fee and vehicle license fee payable to the State of Florida) as a separate item on its Airport Customer use agreements, except with the Authority's prior written approval in each instance.

B. Amounts to be Excluded and Restrictions on Exclusion

The term "Gross Receipts" will not include:

1. The amounts of any federal, state, or municipal sales taxes separately stated in the Reservation, collected from Airport Customers and that are payable directly to the taxing authority by Company.
2. Any sums received by Company from Airport Customers or insurance carriers for claims or damage to Vehicles or to Company property, or for loss, conversion, or

abandonment of such Vehicles. This exclusion does not include any payments by Airport Customers or insurance companies (actual payment amount(s)-not claim amount(s)) received by Company in lieu of rent for those Vehicles.

3. Any amounts received by Company from Airport Customers as a pass through of the Privilege Fee.
4. Any amounts received from Airport Customers or Owners as payment or reimbursement for any red-light tickets, parking tickets, tolls, tows, impound fees, or other fines.
5. Any sums received by reason of Company's disposal of capital assets or trade fixtures.
6. Any discounts separately stated in the Reservation that are granted at the time the Peer-to-Peer Vehicle Sharing transaction commences with an Airport Customer and which are recorded and reported in separately documented accounts from non-excludable discounts. Company forfeits exclusion of all discounts in the event otherwise allowable discounts are commingled with any non-excludable amounts. No exclusion will be allowed for any amount retained by a third party as a financing discount which may apply by reason of Company's acceptance of credit cards or other credit arrangements. *No exclusion will be allowed for the portion of retroactive rebates, dividends or refunds to any Airport Customer upon attainment of a specified volume of transactions attributable to revenue or as part of any other marketing plan that does not list the discount in the Reservation at the commencement of the Peer-to-Peer Vehicle Sharing transaction with an Airport Customer.*
7. Airport Customer satisfaction program adjustments applicable to revenues included in Gross Receipts that are subsequently refunded by Company and recorded and reported in a separately documented account from non-excludable adjustments. Company forfeits exclusion of all Airport Customer satisfaction program adjustments in the event otherwise allowable adjustments are commingled with any non-excludable amounts. Non-excludable adjustments are those that affect amounts already excludable from Gross Receipts since this would result in a duplicate deduction from Gross Receipts.
8. Any amounts received by Company from Airport Customers which are fully passed through to Owners without any mark-up or profit to Company for fuel replacement, cancellation fees, inconvenience fees, smoking fees, and cleaning fees. Other similar fees may be added after agreement by the Parties and will be approved in writing by Authority without the need for formal amendment to this Agreement.

C. Losses

It is understood and agreed that all losses or charge-backs (including bad debt expenses) are to be borne solely by Company, and Authority is to be paid on Gross Receipts without charge or reduction for costs of such losses or charge-backs. Loss of Use payments by Airport Customers or insurance companies (actual payment amount(s)) received by Company in lieu of Peer-to-Peer Vehicle Sharing are considered to be included as Gross Receipts.

D. Presentation of Fees and Charges

Except as provided in the definition of Gross Receipts, all other fees or charges collected from the Airport Customer will be considered Gross Receipts and shall not be withheld from the percentage calculation. Company understands Authority does not support the practice of transferring Company's obligation for payment of the Privilege Fee due herein to its Airport Customers but Authority will not object to or limit any such practice. Except as already referenced herein, Company agrees that if such additional charges or fees are collected from the Airport Customer for the purpose of collecting the Privilege Fee due herein, such fees will be disclosed to the Airport Customer at the time the Reservation is made and will be included in the calculation of Gross Receipts.

E. Rates and Fees Transparency

As part of an Airport Customer's Reservation, Company must disclose to Airport Customer(s) the total rates and fees or rates and fees calculation method on its website or within the online-enabled technology application platform before the Airport Customer accepts the Reservation.

5.09 Diversion of Gross Receipts

Company will not intentionally divert, through direct or indirect means, any of Company's Peer-to-Peer Vehicle Sharing business with Airport Customers to locations of Company or affiliates of Company without including the Gross Receipts of such transactions, as described in the definition of Gross Receipts, in Company's reported Gross Receipts. Any such intentional diversion of Gross Receipts will constitute a breach of this Agreement and Authority will have the right to immediately terminate this Agreement upon determination by Authority or its auditors that an intentional diversion exists or has occurred.

5.10 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 Privilege Fee.

5.11 Monthly Reports

Within fifteen (15) Days after the close of each calendar month of the Term of this Agreement, including any extension thereof, Company will submit to Authority, in a form with detail satisfactory to Authority, as shown as an example on attached Exhibit B, a statement of its Gross Receipts that shows the following:

- A. Details of Gross Receipts for the prior calendar month;
- B. Separately identifies any exclusions from Gross Receipts as provided herein to calculate Gross Receipts upon which the Privilege Fee payments to Authority are computed;
- C. Lists the number of Peer-to-Peer Vehicle Sharing transactions with Airport Customers, number of Vehicle use days and average Peer-to-Peer Vehicle Sharing price occurring during the calendar month;
- D. Lists the number of Peer-to-Peer Vehicle Sharing transaction days during the calendar month with Airport Customers; and
- E. Is signed by an authorized official of Company.

The acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid.

Exhibit B is required to be submitted into the Authority's electronic reporting portal, and an electronic version of Exhibit B in Excel format is required to be uploaded as an attachment to the electronic reporting portal. In addition, each month Company will provide Authority with an electronic file in Excel format that details monthly sales information by transaction number, in a form with detail satisfactory to Authority, as shown as an example on attached Exhibit C, Monthly Reservation Information, attached hereto and by this reference made a part hereof. Any revisions to Exhibits B and C will be made by letter from Authority Vice President of Concessions and Commercial Parking or designee to Company without the need for formal amendment to this Agreement. The monthly sales detail presented in Exhibit C must agree with the total amounts reported in Exhibit B and Exhibit C is required to be uploaded as an attachment to the electronic reporting portal

The Parties recognize that Authority will incur additional administrative costs if Company is late in providing all of the monthly information in the monthly statements and electronic file required by this Article, and the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Company shall pay Authority, in addition to all other financial requirements of this Agreement, fifty dollars (\$50.00) per report for each Day Company is late in submitting all of the monthly information in the formats 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.

ARTICLE 6: ACCOUNTING, RECORDS AND AUDIT

6.01 Books and Records

- A. Generally Accepted Accounting Principles (GAAP). Company shall prepare and maintain, in accordance with GAAP, complete and accurate books and records that include all financial transactions in the performance of this Agreement. Company shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Agreement shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions hereof.
- B. Company will maintain, during the Term of this Agreement, and any extension thereof, all books of account and records customarily used in this type of business operation, unless otherwise approved by Authority. Company will maintain electronic records and controls pertaining to each Reservation created online for the Airport Property. The Reservation will be identified to indicate the Airport as the originating location. The Company will allow the Authority or its auditors to view electronic queries of systematic reports to validate all location activity on Airport Property is being properly reported.

6.02 Reports, Annual Audit, and End of Year Adjustment

- A. Annual Audit. Within 90 Days after the end of each Agreement Year, Company will provide, at its sole cost and expense, an annual audit report by an independent Certified Public Accountant, licensed in the State of Florida and acceptable to Authority, of Company's monthly Gross Receipts, as defined herein, and the amounts paid to Authority as a Privilege Fee for the subject Agreement Year, or part thereof (said annual audit report hereinafter referred to as Annual Report). The first such Annual Report will cover the initial Agreement Year. If the initial Agreement Year is less than 90 Days, no Annual Report will be required for the initial Agreement Year. Each successive Annual Report will cover each subsequent Agreement Year. The last such Annual Report will include the last day of operations.
- B. There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Receipts. The engagement will include a Monthly Gross Receipts Statement and Privilege Fees for each month of Company's operations in each Agreement Year, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority. The engagement will be conducted in accordance with Generally Accepted Auditing

Standards and shall include an opinion on whether the Gross Receipts and Privilege Fees have been completely and accurately presented, calculated and reported according to the terms of this Agreement. A one hundred dollar (\$100) per Day penalty may be assessed by the Authority for every Day the Annual Report is late.

- C. Authority may require production of the supporting documentation used to reach the opinion in the Annual Report. Delivery of an Annual Report containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended 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. Nothing mentioned herein shall limit the Authority's right to perform audits, inspections, or attestation engagements as set forth in this Agreement.
- D. In addition, the engagement will also comprehend compliance procedures to determine whether accounting records are being maintained in accordance with this Article. The auditor will report such procedures and findings in a separate letter to Authority. Any change in scope from that described above will be included in the Annual Report. If Company has paid to Authority an amount greater than Company is required to pay as Privilege Fees during 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 Fees during an Agreement Year, then Company will pay the difference to Authority within fifteen (15) Days from the date of invoice.
- E. Form, Frequency, and Method of Reporting. Acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Authority reserves the right to change the form and frequency of reports and statements, including, but not limited to, the Monthly Gross Receipts Statement, and to require the submission by Company of other statistics and information pertaining to the Gross Receipts hereunder. Company agrees to change the form of the required reports and statements as requested by Authority and to provide any additional statistics and information Authority may request.
- F. Authority shall have the right at any time to require that reports be delivered electronically using 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 transmission, Authority shall not be obligated to furnish Company with the equipment or systems necessary to do so.

6.03 Accounting Records/Audit Requirements

A. Books and Records

Company will maintain such books and records for five (5) years after the end of the Term of this Agreement, and any extension thereof. Records include, but are not limited to, books, documents, papers, records, research, and work orders related to this Agreement. Company will not destroy any records related to this Agreement without the express written permission of the Authority.

B. Authority Right to Perform Audits, Inspections, or Attestation Engagements

Notwithstanding Company's requirement to submit the Annual Report set forth herein, at any time or times during the Term of this Agreement or within five (5) years after the end of this Agreement, the Authority or any duly authorized representative of the Authority, have the right to initiate and perform audits, inspections, or attestation engagements. The Authority has the right to review all books, records, and contracts of Company and, where applicable, all individuals or other business entities who are party to this Agreement, to substantiate the accuracy of reported Gross Receipts and Company's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with State or Federal entities, discount or rebate/allowance contracts, records of refunds or voids, and joint venture or partnership contracts. Such right of examination shall include cooperation by Company personnel (including, but not limited to, cooperation in sending confirmations to Company's suppliers or others, assisting the Authority in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited) as reasonably considered necessary by the Authority 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 Gross Receipts. All such books, records, and contracts shall be kept for a minimum period of five (5) years upon termination or expiration of this Agreement.

Engagements will be conducted at the Airport. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to the Authority or will provide records electronically in a computer-readable format acceptable to the Authority at no additional cost to conduct the engagement as set forth in this Article. Company shall allow Authority to copy any records the Authority determines to be necessary to conduct and support the engagement. Company shall not charge Authority for reasonable copying of records or use of devices for copying of records while conducting the engagement,

nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in electronic format. Company shall provide all records and retrievals requested within seven (7) Days of the request. The Parties recognize that Company will be in material breach of this Agreement if Company fails to provide requested records in accordance with this Section and Company will be responsible for the cost of the audit as determined by the Authority. Authority has the right during the engagement to interview the Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records as needed to support auditor workpapers.

If as a result of any engagement it is determined that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest at the Federal Reserve Bank of New York (FRBNY) prime rate on the additional fees due or overcharge from the date the additional fees were due or date the overcharge occurred. If it is established that Company underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under review, the entire expense of the engagement may be billed to Company. Any additional payments due shall be paid no later than Company's next payment of the monthly installment of the Privilege Fee to Authority. If as a result of any engagement it is established that Company has correctly reported or over reported Gross Receipts or has paid fees related to Gross Receipts equivalent to or greater than the sum due, Company shall be entitled to a credit against Company's next monthly installment of the Privilege Fee for the amount of the overpayment.

Approvals granted outside of the internal audit function of monthly reporting, Gross Receipts, or other compliance requirements included in this Agreement do not act as a waiver or limitation of the Authority's right to perform engagements.

The Company will notify the Authority no later than seven (7) Days after receiving knowledge of any findings or observations pertaining to this Agreement from any other audit, inspection or attestation engagement and will provide Authority a copy of any audit documents or reports so received.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.

ARTICLE 7: DEFAULT AND TERMINATION

7.01 Events of Default

The following events will be deemed events of default (each an "Event of Default") by the Company:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any terms, conditions, or covenants required herein.
- B. Being in arrears in the payment of the whole or any part of the fees and charges agreed upon hereunder for a period of ten (10) Days after notice of such default to Company.
- C. The conduct of any business or performance of any acts by Company on Airport Property 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) Days of receipt by Company of Authority written notice to cease said business or acts (which ten (10) Day notice and cure period shall also satisfy the ten (10) Day notice requirement of the Authority Remedies Section below).
- D. Company's failure to take action against Owner(s) who conduct any business or perform any acts on Airport Property not specifically authorized by this Agreement, after the Authority provided Company with reasonable notice.
- E. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- F. 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.
- G. 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, and following ten (10) Days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of 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. Treat this Agreement as remaining in existence, and cure Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at eighteen percent (18%) per annum to the maximum extent permitted by law; or
- C. 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 or acquiescence. 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 of this Agreement, and any extension thereof, 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) 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 inability of Company to use Airport Property for a period of longer than ninety (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.

ARTICLE 8: INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Agreement, the Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution 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), errors, 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, order, decree, ordinance, Federal Directive or Federal Circular;
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

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

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, liens, expenses, losses, costs, royalties, fines, attorney's fees or any

other relief 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), errors, 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, order, decree, ordinance, Federal Directive, Federal Circular 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

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Company, 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. This duty to defend obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

- 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 Florida 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.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 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 this 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 Agreement, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- G. 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.
- H. 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.
- I. If the above Paragraphs A - H or any part of Paragraphs A – H are deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.

ARTICLE 9: INSURANCE

9.01 Insurance Terms and Conditions

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement, and any extension thereof. In the event the Company becomes in default of the following requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

Company agrees the required insurance shall be primary and not contributory to any other valid and collectible insurance the Authority may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only.

9.02 The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the services performed pursuant to this Agreement will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Agreement.

9.03 Limits and Requirements

A. Business Auto Liability

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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B. Commercial General Liability

The minimum limits of insurance covering the services performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of or in connection with ongoing operations performed by, or on behalf of, the Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01

	Agreement Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

C. Workers' Compensation/Employer's Liability

Intentionally left blank.

D. Cyber Liability and Data Storage

The Company shall purchase and maintain Cyber Liability Insurance throughout the life of this Agreement and such insurance will be maintained for a period of three (3) years thereafter for services completed during the Term of this Agreement, and any extension thereof. Such insurance shall cover, at a minimum, the following:

- Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including PII and personal health information, whether caused by Company, any of its subcontractors, or cloud service providers used by Company;
- Privacy Liability covering liability, payment card industry (PCI) fines, expenses, defense costs, and regulatory actions for disclosure of Confidential Information, including PII and personal health information, even if not caused by a failure or breach of network security;
- Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;
- Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;
- Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the services provided by Company to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;
- First and Third-Party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;
- Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of network security or other privacy breach involving PII and personal health information; and

- No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

Each Occurrence	\$2,000,000
Annual Aggregate	\$2,000,000
Event Management Expenses	\$2,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of services provided. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement Commencement Date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three (3) years after completion of services completed during the Term of this Agreement, and any extension thereof.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$100,000 per claim.

Technology Professional Liability/Errors and Omissions insurance coverage may be included as part of the Cyber Liability insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

E. 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 the Agreement, waives all rights against Authority, members of Authority’s governing body and Authority’s officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

F. Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage, and as soon as practicable after discovery of an actual or reasonably suspected data breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

G. Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage, bodily injury, data theft, or an extortion threat related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a claims log available for review, as needed, by Authority Enterprise Risk Management. The claims log should include a detailed report of the incident along with the response and/or resolution. Authority Enterprise Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

9.04 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, as may be amended from time to time and which can be provided upon request

ARTICLE 10: SECURITY FOR PAYMENT

10.01 Form of Security Deposit

To secure payment for rents, fees, charges, and payments required hereunder, Company will post with Authority a surety bond or irrevocable letter of credit drawn in favor of the Authority (Security Deposit).

The Security Deposit will be maintained throughout the Term of this Agreement and any holdover or extension and will be in an amount equal to the sum of the Privilege Fee payable to Authority hereunder for a period of three (3) months. The Security Deposit will be issued by a bank or surety provider acceptable to Authority and authorized to do business in the State of Florida and will be in a form and content satisfactory to Authority. Each time the Security Deposit expires it shall be renewed at the amount equal to the sum of the Privilege Fee payable for a period of three months then in effect. The Company shall provide the Authority with a renewal or replacement Security Deposit no later than sixty (60) Days prior to the date of expiration.

Company shall furnish the Security Deposit at least ten (10) Days prior to the Commencement Date as security for the full performance of every provision of this Agreement by Company. Failure to maintain the Security Deposit as set forth herein shall be an Event of Default hereunder.

10.02 Application of Security Deposit

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 by law or in equity, may, at any time, apply the Security Deposit or any part thereof toward the payment of Company's obligations under this Agreement. In such an event, within five (5)

Days after notice, Company will restore the Security Deposit to its original amount. Authority will not be required to pay Company any interest on the Security Deposit.

Ninety (90) Days prior to the annual anniversary of this Agreement, the Security Deposit will be reviewed and adjusted to ensure an estimate of three (3) months' of Privilege Fees is maintained.

Authority's Chief Executive Officer or designee, upon fourteen (14) Days' written notice to Company, may require an increase in the amount of the Security Deposit equal to no more than three (3) additional months' of Privilege Fees because of increased obligations hereunder, or, if upon a review of Company's payment or performance history on Airport Property, Authority determines an increase is required.

If Company fails to obtain and keep in force such Security Deposit required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

10.03 Release of Security Deposit

The release of the Security Deposit will be subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein throughout the entire Term, or any extension thereof. Upon termination of this Agreement, the release of Security Deposit will not occur until all fees, charges, and other payments due to Authority are satisfied and Authority has accepted the findings of Company's audit or has successfully conducted an audit in accordance with the provisions of this Agreement. Authority shall release the Security Deposit without interest within 30 Days of meeting the above requirements.

ARTICLE 11: LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and 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 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, FAA or 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 the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 Days from the date of written notice from Authority.

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.

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and the Authority herein reserves the right to grant similar privileges to another lessee or other tenants on other parts of the Airport.

ARTICLE 13: PROPERTY DAMAGE

13.01 Partial Damage

In the event all or a portion of the Designated Areas are partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered unusable, Company will give Authority immediate notice thereof, and Authority will make the repairs within a reasonable period of time.

13.02 Extensive Damage

In the event damages as referenced in Section 13.01 above are so extensive as to render all or a significant portion of the Designated Areas unusable, but capable of being repaired, as determined in Authority sole discretion, within one hundred twenty (120) Days, Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

13.03 Complete Destruction

In the event the Designated Areas are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Designated Areas unusable and the Designated Areas cannot be repaired, as determined in Authority sole discretion, within one hundred twenty (120) Days, Company will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, or reconstruct said Designated Areas. In the event Authority elects not to repair, replace, or reconstruct said Designated Areas, Authority will not be required to grant alternative areas and this Agreement and the obligations of the Parties hereunder will terminate.

13.04 Alternate Space

While Authority makes repairs to the Designated Areas in accordance with the terms of this Article, Authority will make reasonable efforts to provide Company with alternate areas acceptable to Company to continue its operation.

13.05 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 14: DAMGING ACTIVITIES

No goods or materials will be kept, stored, or used in or on the Designated Areas that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to the Designated Areas. Nothing will be done in the Designated Areas other than as provided in this Agreement that will increase the rate of or suspend the insurance on the Designated Areas or on any structure of the Authority. No machinery or apparatus will be used or operated in the Designated Areas that will damage the Designated Areas or adjacent areas provided.

The term "Hazardous" will mean:

- A. Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
- B. Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
- C. Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise harmful and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
- D. Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
- E. Any substance that contains polychlorinated biphenyls, asbestos or urea formaldehyde foam insulation; or
- F. Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

ARTICLE 15: RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company and its subcontractors and without interference or hindrance.

ARTICLE 16: RIGHT OF FLIGHT

The Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by the Authority, including the Company's Designated Areas, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for the use of said airspace for landing on, taking off from or operating on the Airport.

The Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Company Designated Areas to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority zoning. The Company further expressly agrees for itself, its successors and assigns, to prevent any use of the Company Designated Areas or common use areas that would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard.

ARTICLE 17: FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Company's Designated Areas are located, for war or national emergency, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and the Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination, the Company's obligation to pay rents, fees, and charges will cease; however, nothing herein will be construed as relieving either party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 18: 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 19: COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

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

- A. Compliance with Regulations. Company will comply with Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Agreement.
- B. Nondiscrimination. Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Nondiscrimination Acts and Authorities, 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:
1. 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);
 2. 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);
 3. 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);
 4. 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;
 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 6. 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);
 7. 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);
 8. 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;

9. 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); and
 10. Title IX of the Education Amendments of 1972, as amended, which prohibits Concessionaire from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment. 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 will be notified by Company of Company's obligations under this Agreement and the Nondiscrimination Acts and Authorities relative to of race, color or national origin.
 - D. Information and Reports. Company will provide all information and reports required by the Nondiscrimination Acts and Authorities, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
 - E. Sanctions for Noncompliance. In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to Company under this Agreement until Company complies or (b) canceling, terminating or suspending this Agreement, in whole or in part.
 - F. Incorporation of Provisions. Company will include the provisions of Paragraphs A through E in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, the Regulations, and/or directives issued pursuant thereto. 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, that if the Company becomes involved in or is threatened with, litigation with a subcontractor or supplier because of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority. In addition, Company may

request the United States to enter into such litigation to protect the interests of the United States.

- G. 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 20: ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority. Any purported license, subcontract, assignment or sublease of this Agreement without the prior written consent of the Authority shall be void ab initio and of no effect. Such consent may be withheld at the sole discretion of Authority. 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, and any extension thereof. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 21: TENANCY

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.

ARTICLE 22: DISPUTE RESOLUTION

22.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Agreement, payment of money, extension of time, or other relief with respect to the terms of this Agreement. The term claim also includes other

matters in question between Authority and Company arising out of or relating to this Agreement. The responsibility to substantiate claims will rest with the party making the claim.

- B. If for any reason Company deems that additional cost or Agreement time is due to Company for work not clearly provided for in this Agreement, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Agreement time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within ten (10) Days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim is based has been completed, Company will, within ten (10) Days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Agreement and maintain effective progress to complete the work within the time(s) set forth in this Agreement.
- F. The making of final payment for this Agreement may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Agreement and unsettled;
 - 2. Failure of the work to comply with the requirements of this Agreement;
 - 3. Terms of special warranties required by this Agreement; and
 - 4. Latent defects.

22.02 Resolution of Claims and Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) Days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) Days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential

and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute, a senior executive for Company and for Authority, neither of which have day to day Agreement responsibilities, shall meet, within ten (10) Days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other Parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) Days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) Days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either party associated with a claim or dispute will be brought in accordance with the Applicable Law and Venue Article below.

ARTICLE 23: WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board, 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 24: APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 25: SCRUTINIZED COMPANIES

Company is required to complete Exhibit E, Scrutinized Company Certification, at the time this Agreement is executed and to complete a new Exhibit E for each renewal option period, if any.

This Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 26: ANTI-HUMAN TRAFFICKING LAWS

Company is required to complete Exhibit F, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Agreement is executed and to complete a new Exhibit F for each renewal option period, if any.

This Agreement will be terminated in accordance with Florida Statute Section 787.06 (13) if it is found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (13).

ARTICLE 27: E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Company, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Company or subcontractor. If the Company enters into a contract with a subcontractor, the Company must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

ARTICLE 28: AIRPORT SECURITY

Company, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the FAA or TSA. If Company, its officers, authorized officials, employees, agents, subcontractors or those under its control 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 from the date of the invoice or written notice.

ARTICLE 29: FAA APPROVAL

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, this Agreement will become null and void, and both Parties will bear their own expenses relative to this Agreement, up to the date of disapproval.

ARTICLE 30: PROPERTY RIGHTS RESERVED

This Agreement will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which the Designated Areas are a part. Company understands and agrees that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, 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 to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 31: COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES 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, 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 any extension thereof, and following completion of the Term this Agreement, and any extension thereof.

- D. Upon completion of the Term this Agreement and any extension thereof, 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.

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

ARTICLE 32 DATA SECURITY

A. Authority Data

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 its services under this Agreement by such personnel.

Company represents and warrants that Company has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Authority's access to and retrieval of Authority Data.

Company is obligated to maintain the confidentiality and security of all Authority Data in connection with the performance of its services.

Without limiting Company's other obligations under this Agreement, Company must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Authority Data; provided that Company must, at a minimum, encrypt all PII in-transit, in use, and at-rest.

Company must perform all services using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Company in writing.

Company must encrypt all Authority confidential information. Company must encrypt the aforementioned in motion, at rest, and in use. Company must not deviate from this encryption requirement without advance written Authority approval.

Company must provide to Authority, without charge, the timely application of any upgrades to software required for services that are available to third-parties. Software upgrades must

include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

Company understands and acknowledges that, to the extent that performance of its obligations under this Agreement involves or necessitates the processing of PII, Company will act only on instructions and directions from Authority.

If Authority is required to provide or rectify information regarding an individual's PII, Company will reasonably cooperate with Authority to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to Company, Company will notify Authority of such request as soon as reasonably practicable.

Company must implement procedures to minimize the collection of PII.

B. No Malware/Surreptitious Code

Company represents and warrants that it has not and will not introduce or cause to be introduced malware or any code surreptitiously that isn't required for the primary purpose of the services in any Authority information technology environment at any time. If Company discovers that malware or surreptitious code has been introduced into software, Company must, at no additional charge to Authority, (a) immediately undertake to remove such malware, (b) notify Authority in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to Authority data or software and otherwise assist the Authority in mitigating such damage and restoring any affected services, software or equipment.

C. Data Protection Laws

Company will comply with all applicable data protection laws, including those that would apply if Company, rather than the Authority, were the owner or data controller of any Authority Data in its possession or under its control in connection with the services.

D. Security Vulnerability Management

Company shall maintain a vulnerability management program to identify and remediate security vulnerabilities within computing systems. This includes regular testing and a record of system remediation. Toolsets used to identify vulnerabilities are maintained with up-to-date vulnerability signatures. Results of vulnerability testing are utilized to craft an annual penetration test of systems and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed systems or systems that have experienced a high level of change will be scanned for vulnerabilities prior to production. Highly orchestrated environments with appropriate change control may be exempt from pre-deployment scanning.

E. Notice to Authority

Company will adhere to and abide by the security measures and procedures established by Authority and/or the TSA and any terms of service agreed to by Authority regarding data security. In the event Company or Company's subcontractors (if any) discover or are notified of a data breach or potential data breach of security relating to Authority data or third-party data, Company will promptly (a) notify Authority of such breach or potential data breach no later than twenty-four (24) hours following discovery; and (b) If the applicable Authority Data or third-party data was in the possession of Company at the time of such data breach or potential breach, Company will investigate and cure the data breach or potential breach.

Such notice must summarize in reasonable detail the nature of Authority Data that may have been exposed, and, if applicable, any persons whose PII may have been affected or exposed by such data breach. Company must not make any public announcements relating to such data breach without prior written approval of Authority's Vice President of Marketing, Communications, and Strategy.

F. Data Breach Responsibilities

Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority Data, Company must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Company must fully cooperate with Authority and is solely responsible for:

1. investigating and resolving any data privacy or security issues;
2. upon request, providing Authority with an after action review including root cause analysis of the data breach;
3. notifying any affected persons (solely at Authority's direction) and governmental regulators, as applicable;
4. recovering affected data or information, to the extent possible;
5. upon request, providing Authority with a corrective action plan acceptable to Authority; and
6. providing notice to impacted parties.

Authority has the sole right to determine (a) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

G. Incident Response Costs

In the event of a data breach attributable to an act or omission of Company, as part of such remediation, Company must pay all costs and expenses of Authority's compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals.

H. Global Positioning System (GPS)

Company will list below in italics any dependency on GPS technology or GPS technology incorporated in their product.

Company depends on GPS technology in use of company's online application software.

ARTICLE 33: USE OF ARTIFICIAL INTELLIGENCE

- A. AI means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.
- B. Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with Authority Policies, Standard Procedures, Rules and Regulations and applicable laws.
- C. To maintain the security of Authority Data and IT systems, Company is prohibited from attempting to gain access to unapproved AI applications when using Authority Data. To avoid potential data leaks or security incidents, Company is prohibited from inputting, uploading, or otherwise integrating any Authority Data into AI without the prior written consent of the Authority following Company's request for approval to use AI. Examples of uses that are prohibited unless the Authority grants prior written consent include, but are not limited to, design, planning, decision making and on-site operations.
- D. Company acknowledges and agrees that any Authority Data obtained using AI technology is the property of the Authority, and the Company shall not use such data for any purpose other than to provide its services. Specifically, the Company shall not use Authority Data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of the Company, without the express written consent of the Authority. The Company shall take reasonable measures to ensure that Authority Data is not inadvertently used as training data for any third-party AI models or algorithms and shall promptly notify the Authority in the event of any unauthorized use or disclosure of Authority Data.
- E. Company's request for approval to use AI must be submitted in writing and contain the following:
 - 1. The specific Authority Data to be used;

2. The purpose and intended use of the AI;
 3. The potential benefits and risks associated with using the AI;
 4. The measures in place to ensure data security and confidentiality;
 5. The mechanisms in place for ensuring compliance with applicable laws including, but not limited to, data privacy and data protection laws; and
 6. A dataflow diagram which illustrates the flow of data within its services as well as detailed identification of data sources, data stores, data processing, networks and AI utilized.
- F. Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of Company's services.
- G. To maintain the confidentiality of Authority's Data, Company must only share information with approved personnel and must not input SSI into AI systems. Company should not input Authority intellectual property into non-approved generative AI applications or enter PII for Authority employees, customers, or other third-parties into any non-approved AI application. Company should contact the Authority Vice President of Information Technology Services if it is unsure whether it should input certain information.
- H. Company must implement robust security measures to protect the Authority's Data from unauthorized access, use or disclosure. This includes, but is not limited to, encryption of data in both transit and at rest; access controls limiting data access to authorized personnel only; and regular security audits and assessments.
- I. To maintain transparency and protect the Authority from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for Authority purposes. At a minimum, a footnote stating "This content generated with the assistance of AI" should exist on any document or work product created with the assistance of AI. Company should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. Company should also maintain a record of AI use that can be shared with authorized Authority personnel upon request. The Company will provide the Authority with regular reports detailing any use of AI involving Authority Data including any incidents of unauthorized access or breaches. Company must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.
- J. Company should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.
- K. Company is fully liable for any damages arising out of use of AI and Authority Data.

- L. Upon termination of this Agreement, Company agrees to return all Authority Data to the Authority and securely destroy any copies in its possession, including those stored in any AI or other databases.
- M. Company shall ensure that all uses of AI adhere to recognized ethical standards guidance, such as the IEEE Global Initiative on Ethics of Autonomous and Intelligent Systems. Company will promote fairness, transparency, and accountability while avoiding bias and discrimination in AI applications.

ARTICLE 34 AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Agreement, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and 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 out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out in this Agreement or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) Days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served and submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protests thereto, any laws to the contrary notwithstanding.

ARTICLE 35: INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, 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 36: 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

TO COMPANY:

(MAIL DELIVERY)

Turo, Inc.
111 Sutter Street
12th Floor
San Francisco, CA 94104
Attn: Legal
OR

(HAND DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
5411 SkyCenter Drive
Suite 500
Tampa, Florida 33607
Attn: Chief Executive Officer

(HAND DELIVERY)

Same as above

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 required. Company will notify Authority in writing within ten (10) Days following any change in Company's name, Company's address and/or Company's representative, indicated above.

ARTICLE 37: WAIVERS

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 payment of 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 thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being 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 no one of them will be exclusive of the other or exclusive of any remedies provided by law, 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.

ARTICLE 38: 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 39: SIGNATURES

39.01 Signatures of Parties

It is an express condition of this Agreement that it will not be complete or effective until signed by Authority and by Company.

39.02 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

ARTICLE 40: PUBLIC ENTITY CRIME

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

ARTICLE 41: HAZARDOUS SUBSTANCES AND OSHA COMPLIANCE

- A. No goods, merchandise or material will be kept or stored by Company at the Designated Areas or on Airport Property which are explosive or hazardous; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon. Nothing will be done in the performance of this Agreement which will increase the rate of or suspend any insurance policy or coverage of Authority.
- B. Company assures that all materials, equipment, and all other items used in the performance of this Agreement are in compliance with Occupational Safety and Health Administration (OSHA).

ARTICLE 42: RELATIONSHIP OF THE PARTIES

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

ARTICLE 43: MISCELLANEOUS

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

ARTICLE 44: 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 the CEO or designee is hereby empowered to act on behalf of Authority.

ARTICLE 45: AGREEMENT 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 46: 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 47: 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 48: 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 49: 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 50: 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. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Agreement.

ARTICLE 51: ORDER OF PRECEDENCE

In the event of any conflict(s) among the Agreement documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

ARTICLE 52: TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 53: COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior contracts, 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 4th day of December, 2025

HILLSBOROUGH COUNTY
AVIATION AUTHORITY

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl III, 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 by means of physical presence or online notarization, of this ___ day of December, 2025 by Arthur F. Diehl III, as Chairman for the Board of Directors and, Jane Castor, as Secretary for the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida.

Stamp or Seal of Notary

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned
Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced

TURO, INC.

Signed in the Presence of:

Witness [Signature]
JADA S. SKELLY
Printed Name

Witness [Signature]
LAUREN KODWACZ
Printed Name

BY: [Signature]
Signature
Chief Business Officer
Title

CEDRIC MATHIEU
Printed Name

312 ADELAIDE ST W, SUITE 600,
Printed Address

TORONTO, ONTARIO, M5V 1R2
City/State/Zip

STATE OF ONTARIO
COUNTY OF CANADA

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 24th day of NOVEMBER, 2025, by [NAME], [TITLE]
for 25 Gordon Vance, Lawyer

Stamp or Seal of Notary



[Signature]
Signature of Notary Public
GORDON VANCE, LSO #803470
Print, Type, or Stamp Commissioned

Name of Notary Public
Produced ID
Personally Known OR Produced Identification
Ontario Driver's Licence
Type of Identification Produced

TURO, INC.

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this _____ day of _____, 2025, by [NAME], [TITLE]
for _____

Stamp or Seal of Notary

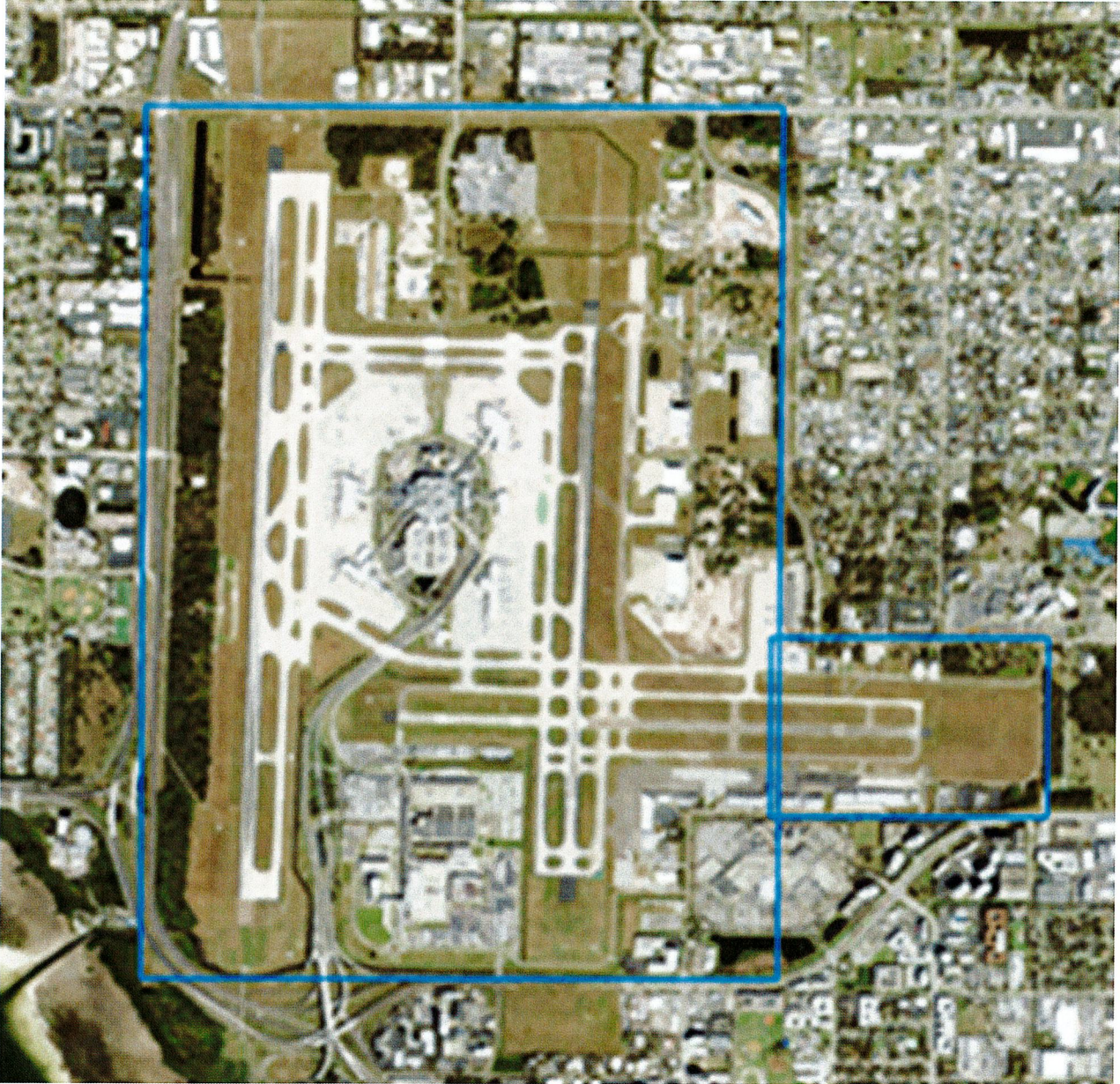
Signature of Notary Public

Print, Type, or Stamp Commissioned
Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced

Exhibit A
Airport Property



<u>Southwest Lat</u>	<u>Southwest Long</u>	<u>Northeast Lat</u>	<u>Northeast Long</u>
27.96001991	-82.54673842	27.99630171	-82.52031329
27.96676695	-82.52065662	27.97419582	-82.50915531

Monthly Gross Receipts Statement

Company Name: _____

Monthly Reporting Form For The Month Of: _____

Statement of Gross Receipts and Fees due to Hillsborough County Aviation Authority as required by Article 5.11

RECEIPTS [PER ARTICLE 5.08(A)]:

VEHICLE SHARING USE CHARGE	\$0.00
ADDITIONAL TIME	\$0.00
INSURANCE	\$0.00
PREPAID MILAGE OVERAGE	\$0.00
PREPAID CLEANING/FUEL	\$0.00
PETS	\$0.00
ADDITIONSAL BOOKINGS	\$0.00
LATE/CANCELLATION	\$0.00
DELIVERY/PICK UP	\$0.00
ADMINISTRATIVE & OTHER INCIDENTALS	\$0.00
UNDER 25 AND ADDITIONAL DRIVER	\$0.00
FUEL	\$0.00
CONCESSION RECOVERY FEE	\$0.00
EXTRAS/OTHER REVENUE (describe)	\$0.00
EXTRAS/OTHER REVENUE (describe)	\$0.00
EXTRAS/OTHER REVENUE (describe)	\$0.00
EXTRAS/OTHER REVENUE (describe)	\$0.00
SALES TAXES	\$0.00

TOTAL RECEIPTS \$0.00

DEDUCTIONS:

Less: Exclusions [PER ARTICLE 5.08(B)]:

Taxes	(\$0.00)
Insurance Damage Claim Payments	(\$0.00)
Tolls/Tickets	(\$0.00)
Fines and Penalties	(\$0.00)
Discounts	(\$0.00)
Customer Satisfaction Discounts	(\$0.00)
Concession Recovery Fee	(\$0.00)
Exclusions PER ARTICLE 5.08B(7)	
Fuel Replacement	(\$0.00)
Cancellations	(\$0.00)
Inconvenience	(\$0.00)
Smoking	(\$0.00)
Cleaning	(\$0.00)

TOTAL DEDUCTIONS (\$0.00)

GROSS RECEIPTS SUBJECT TO PRIVILEGE FEE \$0.00

Privilege Fee Rate: 8.75% of Gross Receipts x8.75%

Payment Due With This Report: \$0.00

Number of Vehicle sharing uses: _____

Number of Vehicle sharing use days: _____

Average Vehicle sharing use rate: _____

TOTAL DUE WITH THIS REPORT:

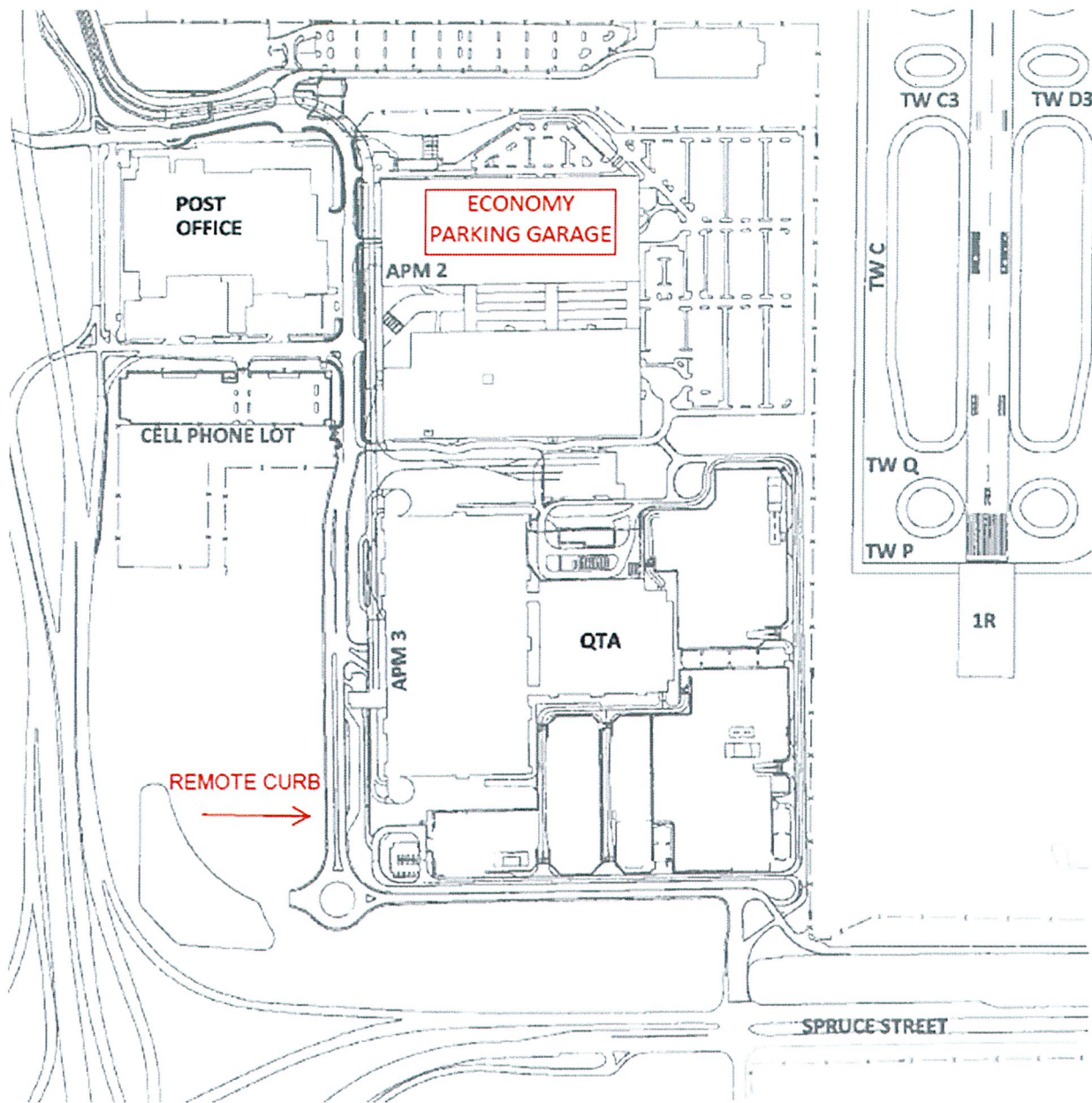
8.75% = \$0.00

I hereby certify that the above amounts are true, correct, and completely in accord with the definition of Gross Receipts, to the best of my knowledge, and that I am a responsible accounting officer of _____ (Company).

Name of Company Official (Printed)	Title of Company Official	Phone Number
E-Mail Address: _____		

Signature	Date
-----------	------

EXHIBIT D
DESIGNATED AREAS



PROCEDURES FOR ENTERING AND EXITING PARKING GARAGE

Owner Leaving Vehicle In The Economy Parking Garage

- Owner pulls a parking ticket from ticket dispenser and enters the Economy Parking Garage.
- Owner parks vehicle in the Economy Parking Garage, leaving the parking ticket in the vehicle for the customer.

Customer Picking Up Vehicle From The Economy Parking Garage

- Customer retrieves vehicle from the Economy Parking Garage and proceeds to the exit.
- Using a cashier lane, the customer hands the parking ticket to the cashier and presents proof of the reservation (either provides a copy of the reservation email or shows the cashier the reservation email or in-app reservation page on their smartphone). Cashier verifies the reservation is current (plus or minus 24 hours) and opens the gate to allow the vehicle to exit.

Customer Returning Vehicle To The Economy Parking Garage

- Customer pulls a parking ticket from ticket dispenser and enters the Economy Parking Garage.
- Customer parks vehicle in the Economy Parking Garage, leaving the parking ticket in the vehicle for the owner.

Owner Picking Up Vehicle From The Economy Parking Garage

- Owner retrieves vehicle from Designated Area in the Economy Parking Garage and proceeds to the exit.
- Using a cashier lane, the owner hands the parking ticket to the cashier and presents proof of the reservation (either provides a copy of the reservation email or shows the cashier the reservation email or in-app reservation page on their smartphone) that was used to book the vehicle. Cashier verifies the reservation is current (plus or minus 24 hours) and opens the gate to allow the vehicle to exit.

Exhibit E
Scrutinized Company Certification



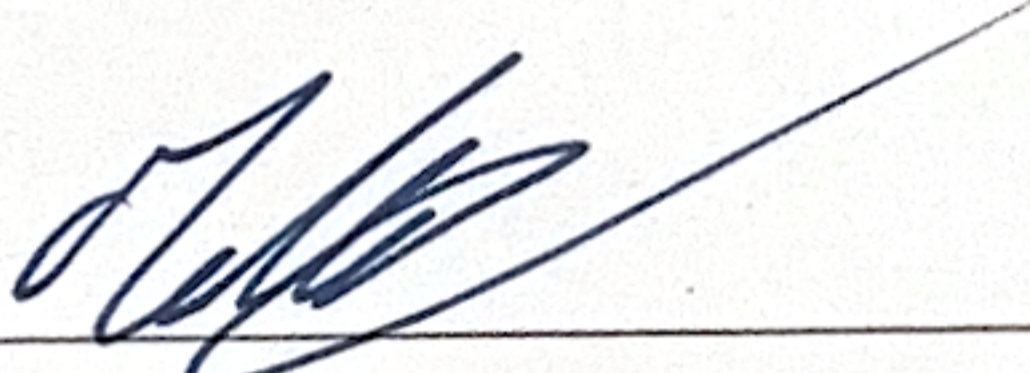
Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

Company: Turo Inc.		
Address: 111 Sutter St., Suite 1200		
City: San Francisco	State: CA	Zip Code: 94104
Phone: 980-990-2614	Email: DJONES@TURO.COM	
Federal ID Number: 27-0729479		

I, Cedric MATTHEU, as a representative of TURO INC
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.


Signature

Chief Business Officer
Title

CEDRIC MATTHEU
Printed Name

24/11/2025
Date

Exhibit F
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Turo, Inc. listed below ("Company"), hereby attests under penalty of perjury that the Company:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this Affidavit on behalf of Company.

Date: Nov 24, 2025

Signed: 

Entity: Turo Inc

Name: CEDRIC MATHIEU

Title: Chief Business Officer